

Mahindra WORLD CITY
Jaipur

Tender No: MWCJL/O&M/LANDSCAPE MAINTENANCE WORK/SEZ/2018-19/T-013

**Tender
for
Landscape Maintenance Works in eVolve, IT/ITES
Multiproduct SEZ Zone for FY 19-20 at Mahindra
World City, Jaipur**

EMPLOYER : MAHINDRA WORLD CITY (JAIPUR) LIMITED, 411, NEEL
KANTH TOWERS# 1, BHAWANI SINGH ROAD, C-SCHEME, JAIPUR-302001
PHONE : 0141-3003400; **FAX:** 0141-3003495

MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR

Bid for Landscape Maintenance Works in eVolve, IT/Ites Multiproduct SEZ Zone for FY 19-20 at Mahindra World City,Jaipur

Tender No : MWCJL/O&M/LANDSCAPE MAINTENANCE WORK/SEZ/2018-19/T-013

Date of Issue : 13.02.2019

Tender Document issued to:

M/s

.....

.....

By

Mahindra World City (Jaipur) Limited

SEZ Project Office,

Vill & PO – Kalwara,

Tehsil- Sanganer, Dist-Jaipur -302029

Phone No: 0141-3003402, 3003411

Fax : 0141-3003474, 2243060

CONTENTS**PART – I : INVITATION FOR BID**

Section-1	Instruction to Bidders
1A	General Instructions
1B	Bidding Documents
1C	Preparation of Bids
1D	Submission of Bids
1E	Bid Opening and Evaluation
1F	Award of Contract
Section-2	Letter of Intent Agreement Form Work Order
Section-3	Conditions of Contract
3A	General Conditions
3B	Time Control
3C	Quality Control
3D	Cost Control
3E	Finishing the Contract
3F	Special Conditions of Contract
3G	Safety Manual
Section-4	Contract Data
Section-5	Forms of Securities Bid Security Performance Bank Guarantee Bank Guarantee for Advance Payment

PART – II : TECHNICAL SPECIFICATION**PART – III : TENDER DRAWING****PART – IV : SCHEDULE OF QUANTITIES**

MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR

BID NO : **MWCJL/O&M/LANDSCAPE MAINTENANCE
WORK/SEZ/2018-19/T-013**

NAME OF WORK : **Tender for Landscape Maintenance Works in eVolve,
IT/ITES Multiproduct SEZ Zone at Mahindra World
City, Jaipur**

**PERIOD OF ISSUE OF
BIDDING DOCUMENT** : From: **13.02.2019 to 14.02.2019**
Time: **10:00** Hours to **17:00** Hours

PRE-BID MEETING DATE : Date: **15.02.2019 Time 12:00 Hrs**

**LAST DATE AND TIME
FOR RECEIPT OF BIDS** : Date: **20.02.2019** (Hard Copy submission)
Time: **18:30 Hrs.**

INVITATION FOR BID

(IFB)

MAHINDA WORLD CITY (JAIPUR) LIMITED, JAIPUR

INVITATIONS FOR BIDS (IFB)

Date: Feb 13th, 2019

BID NO: MWCJL/O&M/LANDSCAPE MAINTENANCE WORK/SEZ/2018-19/T-013

1. **MAHINDRA WORLD CITY (JAIPUR) LIMITED** is developing an Multi Product SEZ & DTA Area and invites item rate Bids for the below mentioned works from the selected & Pre-qualified Bidders.
2. Tender document can be downloaded from our web site <http://www.mahindraworldcity.com>, Hard copies of the document can be taken from the below mentioned address;

Mahindra World City (Jaipur) Limited

SEZ Project Office,
Vill & PO – Kalwara,
Tehsil- Sanganer, Dist-Jaipur -302029
Phone No: 0141-3003402, 3003411
Fax : 0141-3003474, 2243060

3. Bids must be delivered to **Mahindra World City (Jaipur) Limited**, SEZ Project Office, Vill & PO Kalwara, Tehsil Sanganer, Dist- Jaipur -302029, on or before **18:30 Hours** on **20.02.2019** for Hard Copy submission (Spiral binded). If the office happens to be closed on the date of receipt of the Bids as specified, the Bids will be received on the next working day at the same time and venue.
4. Other details can be seen in the Bidding documents.

TABLE - IFB 1

S. No.	Name of work	Cost of document (Rs.)	Period of completion
1	Landscape Maintenance Works in eVolve, IT/ITES Multiproduct SEZ Zone for FY 19-20 at Mahindra World City, Jaipur	5000/-	Annual Maintenance Contract for FY 19-20 (60)

The **Cost of tender shall be in favour of Mahindra World City (Jaipur) Limited** in the form of a **Demand Draft** or Banker's Cheque or Pay order payable at Jaipur.

SECTION 1: INSTRUCTIONS TO BIDDERS

(ITB)

Section 1: Instructions to Bidders

Table of Clauses

Sr. No.		Page No.		Sr. No.		Page No.
	A. General Instructions				D. Submission of Bids	
1	Scope of Bid	8		15	Sealing and Marking of Bids	10
2	One Bid per Bidder	8		16	Deadline for Submission of Bids	10
3	Cost of Bidding	8				
4	Site Visit	8			E. Bid Opening and Evaluation	
				17	Process to be Confidential	11
	B. Bidding Document			18	Correction of Errors	11
5	Content of Bidding Documents	8		19	Employers right to accept variation	11
6	Clarification of Bidding Documents	8				
					F. Award of Contract	
	C. Preparation Of Bid			20	Award Criteria	11
7	Language of Bid	9		21	Employer's right to accept or reject any or all Bids	11
8	Documents Comprising the Bid	9		22	Notification of Award & Signing of Agreement	11
9	Bid Prices	9		23	Performance Security	11
10	Currencies of Bid & Payment	9		24	Corrupt or Fraudulent Practices	12
11	Bid Validity	9				
12	Contract Price	9				
13	Bid Security	9				
14	Format and Signing of Bid	10				

A. General Instructions

1. Scope of Bid

1.1 Mahindra World City (Jaipur) Limited (MWCJL), (referred to as Employer in these documents) invite Bids for the **MWCJL/O&M/LANDSCAPE MAINTENANCE WORK/SEZ/2018-19/T-013**

(as defined in these documents and referred to as "**the Works**") detailed in the table No.IFB-1.

2. One Bid per Bidder

- 2.1 Each Bidder shall submit only one Bid for one Contract.
- 2.2 Tender documents are not transferable

3. Cost of Bidding

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

4. Site visit

- 4.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

5. Contents of Bidding Documents

- 5.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 8 (if any)

Part - I	Invitation for Bids containing Sections as below.		
Sections	1	Instructions to Bidders	
	2	Letter of Acceptance and Agreement form	
	3	Conditions of Contract	
	4	Contract Data	
	5	Forms of Securities	
Part - II	Specifications		
Part - III	Tender Drawings		
Part - IV	Price Part (SCHEDULE OF QUANTITIES)		

6. Clarification of Bidding Documents

- 6.1 The Employer has the sole discretion to short list Bidders and shall inform them in writing by Fax/e-mail. These short listed Bidders (shall be known as Bidder/Bidders hereinafter) requiring any

clarification of the Bidding documents may notify the Employer by Fax or may contact following person:

Mr. Gaurav Singh Manager (Cont. & Proc.), Mobile No. 07727865123, 0141- 3003412.
The Employer will respond to any request for clarification all such queries shall be made at least three (03) days before date of submission of Bids as per Clause 16.

The contractor shall submit Bid Security for a amount of **Rs.1,58,000/- (One Lac Fifty Eight Thousand Only)**. The Bid Security of tender shall be **mandatory** in favour of **Mahindra World City (Jaipur) Limited** in the form of a **Demand Draft only** valid for a period of 90 days from the date of submission of the tender documents.

C. Preparation of Bids

7. Language of the Bid

7.1 All documents relating to the Bid shall be in the English language.

8. Documents comprising the Bid

8.1 The Bid submitted by the Bidder shall comprise the following:

- a) The SCHEDULE OF QUANTITIES wherein the Bidder shall fill in the rates duly signed and stamped by the Bidder on each page.
- b) Specifications and Drawing Volumes duly signed and stamped by the Bidder on each page.
- c) any other materials required to be completed and submitted by bidders in accordance with these instructions

The Price Part (SOQ) shall be filled in without exception.

9. Bid Prices

9.1 The quoted item rates shall be deemed inclusive of all costs for material, labour, plant, EPF, Workmen Compensation, taxes, duties, royalties, levies, service tax etc, equipment, overhead, supervision, profit, preliminaries, all temporary works, night works, shift works, storage facility, security, working with site constraints, working with full compliance to all requirement, restrictions etc. from all relevant authorities.

9.2 The item rate quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account whatsoever.

10. Currencies of Bid and Payment

10.1 The rates and the prices given are in Indian Rupees.

11. Bid Validity

11.1 Bids shall remain valid for a period not less than 90 (Ninety) days after the date for Bid submission specified in **Clause 16**. A Bid corrected by the Bidder as valid for a shorter period shall be rejected by the Employer as non-responsive.

12. Contract Price

The Contract Price will remain fixed during the extended period of validity, if any.

13. Bid Security

13.1 The Employer on his sole discretion will notify the Bidder (as per **Sub-Clause 6.1**) for negotiation. The Bidder shall furnish as a part of his Bid, a Bid security in the amount as shown in column 4 of the table IFB-1 or as notified by the Employer before participating in negotiations. The Bid security

shall be in favour of **Mahindra World City (Jaipur) Limited** in the form of a Demand Draft or Banker's Cheque or Pay order payable at Jaipur.

- 13.2 The Bid Security of unsuccessful Bidders will be returned within 30 days of the end of the Bid validity period specified in **Sub-Clause 11.1**.
- 13.3 The Bid Security of the successful Bidder will be adjusted with Performance Security when the Bidder has signed the Agreement and furnished the required Performance Security.

14. Format and Signing of Bid

- 14.1 The Bidder shall prepare the Bid as specified in **Clause 8** in One(01) copy.
- 14.2 The Rate in the original and one duplicate copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid.
- 14.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

D. Submission of Bids

15. Sealing and Marking of Bids

- 15.1 The Bidder shall submit the original Bid in one sealed envelop marking as "**Tender for Landscape Maintenance Works in eVolve, IT/ITES Multiproduct SEZ Zone for FY 19-20 at Mahindra World City,Jaipur.**"

Financial Bid shall contain

Part – IV : SCHEDULE OF QUANTITIES wherein the Bidder shall fill in the unit rates in digits and words and each page duly signed and sealed.

- 15.2 The envelope shall be addressed to the Employer at the following address:

Mahindra World City (Jaipur) Limited

SEZ Project Office,
Vill & PO – Kalwara,
Tehsil- Sanganer, Dist-Jaipur -302029
Phone No: 0141-3003402, 3003411
Fax : 0141-3003474, 2243060

16. Deadline for Submission of the Bids

- 16.1 Bids (Sealed Envelope having Tender Cost ,EMD and Spiral Binded Tender Document with Financial Bid duly signed and stamped) must be received in by the Employer at the address specified above no later than **18:30** hours on **20.02.2019** In the event of the specified date for the submission of Bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 16.2 The Employer may extend the deadline for submission of Bids by issuing an amendment indicating the revised deadline.

E. Bid Opening and Evaluation

17. Process to Be Confidential

- 17.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

18. Correction of Errors

- 18.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 18.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected.

19. Employer's Right to Accept any Variation

- 19.1 The Employer reserves the right to accept or reject any variation, deviation from the Bid document, or any alternative offer. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

F. Award of Contract

20. Award Criteria

- 20.1 The Employer will negotiate with the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents. On completion of negotiations the Employer will award the Contract to the most suitable Bidder.

21. Employer's Right to Accept any Bid and to Reject any or all Bids

- 21.1 Notwithstanding **Clause 19**, the Employer reserves the right to accept or reject any Bid or part of the Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

22. Notification of Award and Signing of Agreement

- 22.1 The Bidders whose Bid has been accepted will be issued Letter of Intent incorporating the final negotiated value of contract and major terms agreed mutually. Detailed work order comprising final negotiated item rates and detailed terms negotiated and agreed mutually shall be issued in due course alongwith form of agreement provided in bidding documents incorporating all agreements between parties.

23. Performance Security

Performance Security shall be for 5% per cent of Contract price to be submitted prior to signing the Contract. Performance Security shall be released within 30 days after the completion of Contract period.

24 Corrupt or Fraudulent Practices

- 24.1 The Employer expects the Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics and integrity during the procurement and execution of such Contracts .Therefore, the Employer will reject the Bid and blacklist such Bidder, barring him from participation in future Bidding in the event he found indulged in any malpractice such as bribe, or other inducements to any person with a view to influence the placing of the Contract

SECTION-2

LETTER OF INTENT , LETTER OF AWARD AND AGREEMENT FORM

Table of Forms:

- LETTER OF INTENT
- LETTER OF AWARD
- AGREEMENT FORM

Agreement Form

Agreement

This Agreement, made the _____ - 2011, between **Mahindra World City (Jaipur) Limited** (hereinafter called “the Employer”) of the one part and

_____ [name and address of Contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute **AT MAHINDRA WORLD CITY, JAIPUR**

(Bid No.)

(hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a Contract price of Rs. _____

(Rupees _____)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i) Letter of Intent;
 - ii) Letter of Award;
 - iii) Work order;
 - iii) Contractor’s Bid;
 - iv) Contract Data;
 - v) Conditions of Contract (including Special Conditions of Contract);
 - vi) Specifications;
 - vii) Drawings;
 - viii) SCHEDULE OF QUANTITIES and Rates; and
 - ix) Any other document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

In the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

SECTION 3: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 DEFINITIONS

In the Conditions of Contract ("these Conditions"), which include Special Conditions of Contract and these General Conditions, the following words and expressions shall have the meanings as stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1 The Contract

1.1.1.1 "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, Letter of Award, these Conditions, the Specifications, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contracts Agreement or in the Letter of Acceptance etc.

1.1.1.2 "Contract Agreement" means the contract agreement (if any) referred to in Sub-Clause 1.6 [Contract Agreement].

1.1.1.3 "Letter of Acceptance/Intent" means the letter of formal acceptance, signed by the Project Company, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance/Intent" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance/Intent means the date of signing the Contract Agreement.

1.1.1.4 "Letter of Award" means the letter of formal letter signed and issued by the Project Company to execute the work formally with details signed by both Parties. It is just an extension to the "Letter of Acceptance/Intent" issued after Letter of Acceptance/Intent and before issuing the Purchase Order.

1.1.1.5 "Letter of Tender" means the document entitled letter of tender, which was completed by the Contractor and includes the signed offer to the Project Company for the Works.

1.1.1.6 "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

1.1.1.7 "Drawings" means the drawings of the Works, as included in the Contract, and any additional and modified drawings and/or sketches, details issued by (or on behalf of) the Project Company in accordance with the Contract from time to time.

1.1.1.8 "Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and / or prices.

1.1.1.9 "Tender" means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.

1.1.1.10 "Appendix to Tender" means the completed pages entitled appendix to tender which are appended to and from part of the Letter of Tender

1.1.1.11 "Bill of Quantities" and "Day-work Schedule" mean the documents so named (if any) which are comprised in the Schedules.

1.1.2 Parties and Persons

1.1.2.1 "Party" means the Project Company or the Contractor, as the context requires. Parties mean both the "Project Company" and the "Contractor".

1.1.2.2 "Project Company" means the Mahindra World City (Jaipur) Limited (MWCJL) named as Project Company in the Appendix to Tender and the legal successors in title to this Entity.

1.1.2.3 "Contractor" means the M/s named as contractor in the Letter of Tender accepted by the Project Company and the legal successors in title to this Entity.

- 1.1.2.4 "Project Manager" means the person appointed by the Project Company i.e. Infrastructure Head to act as the Project Manager for the purposes of the Contract and named in the Appendix to Tender, or other person/organization etc. appointed from time to time by the Project Company and may be notified to the Contractor under Sub-Clause 3.4 [Replacement of the Project Manager].
- 1.1.2.5 "Contractor's Representative" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor's Representative], who acts on behalf of the Contractor.
- 1.1.2.6 "Project Company's Personnel" means the Project Manager, the assistants referred to in Sub-Clause 3.2 [Delegation by the Project Manager] and all other staff, labour and other employees of the Project Company, and any other personnel notified to the Contractor, by the Project Company or the Project Manager, as Project Company's Personnel.
- 1.1.2.7 "Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the contractor in the execution of the Works.
- 1.1.2.8 "Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.
- 1.1.2.9 "Bill of Quantities" shall mean the document titled "Bill of Quantities" providing inter alia, description of the Works, details of relevant material and their rates for the purpose of undertaking the Works forming part of the Contract Documents and the Contract agreement.
- 1.1.2.10 "Change Order" shall mean a written change order, approved and signed by the Project Company incorporating the change in Main Works and/or each of the Provisional Works Packages, as the case may be, and providing for any increase or reduction of the Contract Price, change in Contract Period or other relevant changes, in each case resulting from such change in Main Works and/or such Provisional Works Package.
- 1.1.2.11 "Entity" shall refer either to an individual, sole proprietorship, firm, partnership or a company as the case may be.

1.1.3 Dates, Tests, Periods and Completion

- 1.1.3.1 "Base Date" means the date of submission of the Tender.
- 1.1.3.2 "Commencement Date" means the date notified under Sub-Clause 8.1 [Commencement of Works]
- 1.1.3.3 "Time of Completion" means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Appendix to Tender (with any extension under Sub Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.
- 1.1.3.4 "Tests on Completion" means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Project Company.
- 1.1.3.5 "Taking - Over Certificate" means a certificate issued under Clause 10 [Project Company's Taking Over].
- 1.1.3.6 "Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the provisions of the Conditions of Contract after the Works or a Section (as the case may be) are taken over by the Project Company.
- 1.1.3.7 "Defects Liability Period" means the period for notifying defects in the Works or a Section (as the case may be) and remedying the same under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], as stated in the Appendix to Tender (with any extension under Sub-Clause 11.3 [Extension of Defects Liability Period]) as approved by the Project Company, calculated from the date on which the Works or Section is completed and satisfactorily handed over to the project company. The time period of defect liability

period shall be calculated from the date of hand over as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].

1.1.3.8 "Work Completion Certificate" means the certificate issued under Sub-Clause 11.9 [Work Completion Certificate].

1.1.3.9 "Day" means a calendar day and "Year" means 365 days and in case of leap year, its 366 days.

1.1.4 **Money and Payments**

1.1.4.1 "Accepted Contract Amount" means the amount accepted in the Letter of Acceptance/Intent/Award for the execution and completion of the Works and the remedying of any defects.

1.1.4.2 "Contract Price" means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.

1.1.4.3 "Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

1.1.4.4 "Final Payment Certificate" means the payment certificate issued under Sub-Clause 14.12 [Issue of Final Payment Certificate].

1.1.4.5 "Final Statement" means the statement defined in Sub-Clause 14.10 [Application for Final Payment Certificate].

1.1.4.6 "Foreign Currency" means currency of the country other than India.

1.1.4.7 "Interim Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

1.1.4.8 "Local Currency" means the currency of the Country, which is in Indian, Rupees (INR).

1.1.4.9 "Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price Payment].

1.1.4.10 "Provisional Sum" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums], if such a an amount is allocated in the Contract.

1.1.4.11 "Retention Money" means the accumulated retention moneys which the Project Company retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.8 [Payment for Retention Money].

1.1.4.12 "Application for Payment" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

1.1.5 **Works and Goods**

1.1.5.1 "Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Project Company's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

1.1.5.2 "Goods" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

1.1.5.3 "Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply – only materials (if any) to be supplied by the Contractor under the Contract.

- 1.1.5.4 "Permanent Works" means the permanent works to be executed by the Contractor under the Contract.
- 1.1.5.5 "Plant" means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works.
- 1.1.5.6 "Section" means a part of the works identified as such and more particularly described in the specifications or schedule of works for which a date of completion is stipulated in tender or subsequent communications.
- 1.1.5.7 "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.
- 1.1.5.8 The "Works" is defined as the scope of supply and/or services or both as the context may demand; reasonably inferred from the various documents such as drawings, Bill of Quantities, specifications, site instructions etc. for which the Project Company and the Contractor have agreed to enter into this contract. A brief description of Work to be executed under this contract is provided in Appendix CD/A to Tender. The brief description provided therein is for the sake of convenience only and for detailed description and/or scope, various Contract documents shall be used. The brief definition elsewhere in the Tender in no way alters the intent defined in the various documents mentioned above. The expression "Works" or "Work" where used in these conditions shall unless there be something in the subject or context repugnant to such grammatical construction, be construed to mean the Work or part of Work contracted to be executed or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

1.1.6 **Other Definitions**

- 1.1.6.1 "Contractor's Documents" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.
- 1.1.6.2 "Country" means India (Jaipur, Rajasthan) where the Site is located, where the Works are to be executed.
- 1.1.6.3 "Project Company's Equipment" means the apparatus, machinery and vehicles (if any) made available by the Project Company for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Project Company.
- 1.1.6.4 "Force Majeure" is defined in Clause 19 [Force Majeure].
- 1.1.6.5 "Laws" shall mean any act, law, legislation, statute, rule, regulation, ordinance, decree, notification, policy, by-law, administrative guideline, ruling, instruction, directive, code, requirement, consent, license, approval, permit, judgment, court order, treaty promulgated by any Governmental Authority or any other law and any interpretation thereof by any Governmental Authority as applicable in the Country.
- 1.1.6.6 "Performance Guarantee" means the bank guarantee (or bank guarantees, if any) under Sub-Clause 4.2 [Performance Guarantee].
- 1.1.6.7 "Site" means the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
- 1.1.6.8 "Variation" means any change to the Works, which is instructed or approved as a Change Order under Clause 13 [Variations and Adjustments].
- 1.1.6.9 "Affiliate" shall mean any other party that directly or indirectly or through one or more intermediaries, controls, is controlled by or is under common control with the Project Company. For purposes of the foregoing, "control, "controlled by" and "under common control with" with respect to any party shall mean the possession, directly or indirectly, of

the power to direct or determine the direction of the management and policies or through any other lawfully permissible means.

1.2 INTERPRETATION

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word "agree", "agreed" or "agreement" require the agreement or be recorded in writing, and
- (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record, emails and electronic correspondence not submitted in hard copy with signatures within 3 days from the date of such email and electronic correspondence shall not be treated as "Written" or "in writing".

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.3 COMMUNICATIONS

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted, facsimile.
- (b) delivered, sent or transmitted to the address for recipient's communications as stated in the Appendix to Tender, however:
 - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - (ii) if the recipient has not stated otherwise when requesting an approval of consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed.

1.4 LAW AND LANGUAGE

The contract shall be governed by the Laws of the Republic of India as applicable and amended from time to time.

The language of communication shall be in English only.

1.5 PRECEDENCE OF DOCUMENTS

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation and in the event of any contradiction, the precedence shall be considered in the following order (preference order number is given):

- (i) Contract Agreement and any other special conditions signed along with the Contract Agreement and Schedules forming part of the Contract – 1
- (ii) Special Conditions of Contract and its Annexures -2
- (iii) General Conditions of Contract and its Annexures - 3
- (iv) The Letter of Award – 4
- (v) The Letter of Acceptance/Intent' – 5
- (vi) The Letter of Tender and its Appendix -6
- (vii) Specifications, Drawings and BOQ -7

In the event of further biguity or discrepancy, the Project Manager shall issue any necessary clarification or instruction which shall be final and binding on the contractor.

1.6 CONTRACT AGREEMENT

The Parties shall enter into a Contract Agreement within 60 days after the Contractor receives the Letter of Acceptance/Intent, unless the parties agree otherwise. The Contract Agreement shall be based upon the form annexed to the Contract Documents. Contractor shall submit an undertaking on non-judicial stamp paper (of Jaipur, Rajasthan) as per Appendix F (if applicable) before entering into Contract and the undertaking shall form a part of this contract. Such undertaking shall be duly signed and stamped by the authorized signatories having power of attorney to enter in to the Contract from Board of Directors of the Contractor. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne and paid by the Contractor.

1.7 ASSIGNMENT

Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract to any other party/organization/entity or any other directly or indirectly related party to the Contractor. However, the contractor:

- (a) may assign the whole or any part of the Contract with the prior written consent of the Project Company, at the sole discretion of the Project Company, and
- (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract with prior written consent of the Project Company.

However the Project Company may assign its interest in whole or any part of the Contract at any stage to its Affiliates and/or third party by giving written information to the Contractor.

Any violation of this clause shall result in penalty thus further resulted in termination of the contract agreement without any dues.

1.8 CARE AND SUPPLY OF DOCUMENTS

The Specification and drawings shall be in the custody and care of the Project Company. Unless otherwise stated in the contract, one copy of the Contract and three copies of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

Project Company will issue the drawings/specifications as enlisted in the contract document. Contractor shall study such drawings/specifications and confirm the sufficiency of the information given in such drawings/specifications for execution and completion of the Works in stipulated time for completion.

In case, the Contractor requires any additional drawings/specifications and/or instruction, information apart from those supplied along with the contract agreement, Contractor shall issue notice requesting such drawings/specifications and/or instruction, information to the Project Manager. Such request should commensurate the activities and milestones agreed in the construction program and shall be issued 30 days prior to the date by which contractor wants to receive the information from the Project Manager.

Project Manager, upon receipt of such notice shall determine the need of such information in accordance with the construction program and inform contractor whether such information is already issued or if it is not in accordance with the agreed construction program within 14 days of receipt of such notice by Project Manager.

In case the request is in accordance with the construction program, Project Manager shall issue the requested drawings/specifications and/or instruction, information within 45 days of receipt of such notice by Project Manager.

Each of the Contractor's Document shall be in the custody and care of the Contractor, unless and until taken over by the Project Company. Unless otherwise stated in the Contract, the Contractor shall supply to the Project Manager three physical copies of each of the Contractor's Documents.

The contractor shall keep, on the site, a copy of the contract, publications named in the specification, the Contractor's Documents (if any), the Drawings/specifications and

Variations and other communications given under the Contract by the Project Company. The Project Company's Personnel shall have the right of access to all these documents at all reasonable times.

If a Party becomes aware of an error or defect of a technical nature in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect and the other party shall be obligated to remedy it within 15 days after receiving the notice.

1.9 DELAYED DRAWINGS OR INSTRUCTIONS

This Sub-Clause is applicable only if the Contractor has followed the process for requesting the information as stated in Sub-Clause 1.8 [Care and Supply of Documents] above.

The Contractor shall forthwith give notice to the Project Manager whenever the Works are likely to be delayed or disrupted on account of reasons not foreseeable by the Contractor and the Project Manager shall supply/provide necessary drawing/specifications or instruction to the Contractor within 30 days from receipt of such notice by the Contractor's authorized representative. The notice shall include details of the necessary drawing/specifications or instruction, details of why and by when it should be issued, and details of the nature and amount of the delay or disruption likely to be suffered if it is late on account of reasons not foreseeable by the Contractor.

After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Project Manager to issue the notified drawing/specifications or instruction within 30 days from receipt of the notice referred above with supporting details, the contractor shall give a further notice to the Project Manager and shall be entitled subject to sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under sub-Clause 8.4 [Extension of Time for completion], and
- (b) payment of any such cost, which shall be included in the Contract Price which should be agreeable to the Project Company.

After receiving this further notice, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Project Manager's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time or Cost as indicated above.

However Contractor shall not be entitled to payment of cost as stated in (b) above if the delay in issuing drawings or instructions is due to delay in receiving requisite approvals from authorities.

1.10 PROJECT COMPANY'S USE OF CONTRACTOR'S DOCUMENTS

As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed (by signing the Contract) to give to the Project Company a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and

- (c) In the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Project Company for purposes other than those permitted under this Sub-Clause.

1.11 CONTRACTOR'S USE OF PROJECT COMPANY'S DOCUMENTS

As between the Parties, the Project Company shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Project Company. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Project Company's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract in any case, whatsoever.

1.12 CONFIDENTIAL DETAILS

The Contractor shall disclose all such confidential and other information as the Project Manager may reasonably require in order to verify the Contractor's compliance with the Contract.

The Contractor acknowledges and agrees that all the information disclosed/communicated by Project Company or which the Contractor may have access to during the course of this Contract shall be considered as confidential and proprietary information. The Contractor irrevocably agrees and undertakes and ensures that the Contractor shall keep the same secret and confidential and not disclose the same without the prior written permission of Project Company nor shall use or allow to be used any information other than for the due performance of the Contractor's obligation under this Contract in any case whatsoever, failing which attract a penalty, as agreed by the Project Company.

1.13 COMPLIANCE WITH LAWS

The Contractor shall, in performing the Contract, comply with all applicable Laws in time. Unless otherwise stated elsewhere in the Contract:

- (a) the Project Company shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or being) obtained by the Project Company, and the Project Company shall be responsible for the consequences arising out of not obtaining any requisite planning, zoning or similar permission; and
- (b) the Contractor shall give all notices, pay all taxes, workmen compensation, work contract tax, service tax, labour cess, minimum wages, PF, ESI, ESI cards, labour laws, statutory compliances, duties and fees, and obtain all permits, labour and other licenses etc. and approvals or any other applicable statutory taxes and deductions, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Project Company harmless against and from the consequences of any failure to do so. The Contractor shall indemnify the Project Company up to a 50% maximum value of total contract value.
- (c) The Contractor shall keep the Project Company indemnified against any and all losses, claims or damages which may be caused by:
 - (i) damages to the common facilities and amenities, utilities or any other project facilities in the project site for any reasons/causes attributable to the Contractor;
 - (ii) failure by the Contractor to comply with applicable laws and committing breach of any law, rule or regulation or direction;
 - (iii) failure by the Contractor to obtain or keep in force all statutory clearances or licenses, as required;
 - (iv) failure by the Contractor to comply with the statutory bodies under State of Rajasthan or Central if in case, applicable, as may be in force from time to time;

- (v) any accident, causality, damages or any other mis-happening etc., occurring during the construction work or during the operations;
- (vi) Non-payment of taxes, dues and duties payable to the Government or any local authority whatsoever.

1.14 JOINT AND SEVERAL LIABILITY

If the Contractor constitutes (under applicable Laws) a joint venture, consortium, partnership, whether registered or not, or other unincorporated grouping of two or more persons:

- (a) these persons shall be deemed to be jointly and severally liable to the Project Company for the performance of the Contract;
- (b) these persons shall notify the Project Company of their leader who shall have authority to bind the Contractor and each of these persons; and
- (c) the Contractor shall not alter its composition or legal status without the prior consent of the Project Company.

1.15 PRIVATE & CONFIDENTIAL DETAILS

The Contractor shall treat the details of the Contract as private and confidential and shall not disclose the same to any third party except to the extent necessary to carry out obligations under this contract or to comply with applicable Laws. The Contractor shall not publish, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous consent of the Project Company in any case whatsoever, failing which attract a penalty, as agreed by the Project Company.

1.16 TAXES

Taxes shall mean the following, whether in force on the date hereof or imposed or levied after the date hereof:

- a. all taxes, duties, labour cess, cesses, imposts, fees, levies (including without limitation, all Indian central, state and local government taxes, octroi, local body tax, entry tax, excise duties, customs duties, sales tax, countervailing duties, value added tax, works contract tax, service tax, building and construction workers cess and withholding taxes) or any other applicable tax as imposed under any Applicable Law (whether within India or outside India) in connection with the Work or performance by the Contractor/Sub-Contractor of its obligations and responsibilities under this Contract;
- b. all taxes on Contractor's/Sub-Contractor's income, profit, real and personal property; and
- c. all applicable payroll, withholding, social security, workers' compensation and employment taxes and contributions imposed under any Applicable Law in connection with or measured by compensation (including without limitation wages and salaries) paid to employees of Contractor/Sub-Contractor (including without limitation taxes, health and welfare funds, pensions and annuities, disability insurance and all other similar social payments).

The Contractor's rates and prices as contained in the Accepted Contract Sum have included for all rates, duties and taxes as may be imposed by the Government of India/Government of Rajasthan.

Contractor should not consider the credit of input taxes in the rate analysis of the quoted rates. The Project Company has a right to avail the benefit of input credit for VAT on the actual value added to the material used in construction. The detailed procedure to achieve this shall be worked out with the Contractor before awarding the Works.

In case the Contractor is entitled for any refund of above taxes, necessary certificates regarding the use of materials for proposed Works will be issued by the Project Company only after receiving a written information from the Contractor.

Each payment made by the Project Company from time to time to the Contractor shall be subjected to the deduction of all Statutory Taxes, Labour Cess or any other applicable taxes

as per the provisions of the Rules and Regulations prevailing and amended from time to time.

All charges payable to Local Authorities, Royalties and charges payable to Municipal Corporation etc. shall be borne and paid by the Contractor related to the scope of Works.

Any savings as tax relief benefits with respect to rates, duties and taxes as the result of the granting of tax incentives and concessions from the Government of India/Government of Rajasthan the required tax incentives and concessions for the Contract Works shall be returned and paid in favour of the Project Company only after receiving a written information from the Contractor.

1.17 **BASIS OF CONTRACT:**

The Contract is neither a fixed lump sum contract nor a piece work contract, but is an item rate contract to carry out the Works and each of the Provisional Sums Packages, according to the actual measured quantities at the rates contained in the Bill of Quantities along with estimated quantities with detailed Specifications. The Contract Price shall not exceed the Accepted Contract Amount indicated in the Letter of Acceptance/Intent, unless otherwise approved in the Change Orders. Amounts in excess of such amounts, not approved in advance by the Employer shall be at the Contractor's expense. The Contractor has to closely monitor the quantities and cost and obtain an Approval from the Project Company well in advance for any change outside the scope of the Work which would cause the cost of the Works to exceed the Accepted Contract Amount as indicated in the Letter of Acceptance/Intent or Contract Price as indicated in approved Change Orders issued subsequently by the Project Company. Prices mentioned in the Bill of Quantities or otherwise will be firm and final until the end of the Contract.

No escalation in prices mentioned in the Bill of Quantities or otherwise shall be allowed for any reason whatsoever during the period of the Project unless specified otherwise in the other relevant Conditions of Contract. Claims for revision in rates/prices mentioned in the Bill of Quantities or otherwise or compensation in any other form whatsoever shall not be entertained by the Developer for any reason whatsoever including but not limited to on account of fluctuations in the following:

- Foreign exchange rates
- Cost of materials
- Electricity & water charges
- Labour wages & conditions
- Statutory payments like PF, ESIC, etc.
- Royalties and patent rights
- Licenses and permit fees
- Insurance charges
- Freight charges / transportation costs
- Cost of fuel & lubricants
- Change in Applicable Law Or any other rates, costs or conditions whatsoever

Further, the Contract shall be an item-rate re-measurable Contract only to execute the Project according to the actual measured quantities at the rates contained in the Bill of Quantities. The Contractor shall be paid for the actual quantity of the Works and each of the Provisional Sums, Packages done as measured at Site, at the rates quoted and accepted by it in Bill of Quantities. The Contractor understands and agrees that the amount payable is assessed on a re-measurable basis in accordance with the rates mentioned in the Bill of Quantities. However, the Contract Price may be altered on account of a Change Order. The Contract Price shall include payment for the supply of all labour (including payment to its Sub-Contractors), equipment, materials, plant and machinery, tools, transportation, framework, scaffolding, construction of civil works and all applicable Taxes including the GST, labour cess, duties, octroi, LBT/entry tax, levies, royalties, fees, insurance premiums, contributions towards employees benefits including ESIC and provident funds and funds, distribution of power and water and all services and activities constituting the scope of Works. The Contract Price shall be inclusive of aggregate of all the Provisional Sums required to be paid to Nominated Contractor(s). The Contract Price shall

also include the costs of Contractor's establishment, infrastructure, overheads and all other charges, and shall be inclusive of every cost and expense required by the Contract to be borne by the Contractor and necessary for the timely and successful execution and completion of the Works under the Contract, in conformity with the Contract and the best engineering and construction practices and to the satisfaction of the Project Manager, Delegated Assistants of Project Manager, Project Company's Representative and the Project Company.

Unless specified otherwise in the Conditions of Contract, no escalation of the prices mentioned in the Bill of Quantities or otherwise shall be allowed during the period of the Contract for any reasons whatsoever and such prices shall be deemed to be fixed and constant throughout the Time for Completion in accordance with Clause 8 and Defects Liability Period in accordance with Clause 11 of the General Conditions of Contract.

1.18 BILL OF QUANTITIES:

The quantities mentioned in the Bill of Quantities are provisional and are meant to indicate the scope of the Works and each of the Provisional Sums Packages and to provide a uniform basis for tendering.

The Project Company reserves the rights to increase or decrease the quantities or to totally omit any item of the Works and/or each of the Provisional Sums Packages, as the case may be. The Contractor by signing this contract shall have no right to claim any extra costs or claim damage on these grounds.

Any change in description or in quantity or omission of items from the Contract shall be done through a Change Order in accordance with Sub-Clause 13.3 [Variation Procedure] and shall not vitiate the Contract.

1.19 REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to Project Company that,

- (i) It is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated.
- (ii) It has the full capacity, power, authority and the legal right to enter into this Agreement and to perform its obligations hereunder.
- (iii) It has taken and will continue to take all necessary corporate action and further actions (including but without limitations the obtaining of necessary approval/consents in all applicable jurisdiction) on its part to authorize the execution and delivery of this Agreement and the performance of its obligations.
- (iv) This Agreement and the transaction contemplated by it do not contravene or conflict with, violate, breach or contravene any of its constituent documents or any law, regulation or official directive or any requirement of applicable laws or regulations or any contractual obligations of it.
- (v) The execution of this Agreement and providing Services by the Contractor to Project Company does not and will not infringe upon any intellectual property rights.
- (vi) There is no complaint, claim or litigation of any nature whatsoever outstanding, pending or threatened against it or its promoters, directors, officers or employees. The Contractor undertakes to forthwith disclose to Project Company of any such complaint, claim or litigation actual or threatened arising after the execution of this Agreement.

1.20 COVENANTS AND OBLIGATIONS OF THE CONTRACTOR

- a. Neither Contractor nor its representatives/personnel shall not at any time use or attempt to use the Project Company Trade Mark/ name or logo for any purpose including for the purpose of this Agreement unless specifically authorized by the Project Company, in writing prior to such usage.
- b. The Contractor undertakes to obtain all the requisite license/permission/ authorizations and certificates under all the applicable laws and keep the same valid by renewing from time to time as required under the various Acts/ Laws and payment of all applicable taxes, levies, and duties including service tax, if and where required. The Contractor shall maintain all the registers and records required to be maintained under the various labour enactments and rules framed there under.

- c. The Contractor shall ensure that it will employ as its personnel only those individuals who have attained majority as per law and undertakes not to act in violation against Labour Law or any law in force. The Personnel employed by Contractor shall not have any claim whatsoever on the Project Company, and shall not raise any Industrial dispute, either directly or indirectly, against the Project Company, in respect of any of the service conditions or otherwise. It is further expressly clarified and agreed that in case of death or bodily injury to any such personnel appointed by Contractor while carrying out any of the Services under this Contract, the Project Company, shall not be liable or bound to pay any monetary compensation or otherwise be responsible in any way whatsoever. The Project Company, shall have the right to call upon the Contractor to replace any personnel of the Contractor who in the sole opinion of the Project Company, is jeopardizing the interest of the Project Company, and the Contractor shall forthwith comply with the demand of the Project Company without any costs/ fees or charges.
- d. The Contractor agrees that Contractor and any personnel assigned by the Contractor shall at all times comply with all applicable laws, policy and procedures including relating to security/access restrictions as may be prescribed by the Project Company at the Site.
- e. The Contractor shall not engage in any business activity, either by itself or through its subsidiaries, affiliates, or agents, which is in direct conflict with the interests of the Project Company or is detrimental to the interest of the Project Company, unless it obtains the prior written consent of the Project Company.
- f. The Contractor further warrants to the Project Company that, during the term of this Agreement, the Services and materials to be rendered or delivered hereunder, will be of the kind and quality designated and shall meet the requirements and specifications as determined in the Project Company's sole and exclusive discretion and communicated to the Contractor from time to time.
- g. The Contractor shall not claim any damages (liquidated or unliquidated), lien, set-off or counter claim on the material, document, information of the Project Company in the Contractor's possession or control.
- h. The Project Company shall also at its sole discretion have the right to set off, deduct and recover from the fees/charges and/or from any other sum payable to the Contractor, any and all amounts which may be or become payable by the Contractor to the Project Company.
- i. The Contractor and its directors, partners and officers shall be solely liable for the payment of all taxes, duties, fines, labour cess, cesses, levies, penalties or any applicable statutory tax, deduction as the case may be, by whatever name called, as may become due and payable under the applicable laws in force from time to time in relation to the Services rendered pursuant to this Contract.

1.21 TIME VALIDITY

Time is the essence of this Contract agreement in so far as it relates to the observance, liabilities or performance by the Contractor of all or any of its obligations under this Contract.

- 1.22 The terms and conditions of the Tender shall form part of this General Conditions of Contract, in case of any ambiguity or contradiction in interpretation of tender documents and General Conditions of Contract, then Clause no. 1.5 (Precedence of documents) shall prevail.

2. THE PROJECT COMPANY

2.1 RIGHT OF ACCESS TO THE SITE

The Project Company shall give the Contractor right of access to required parts of the Site within the time (or times) solely based on the discretion of the Project Company as stated in the Appendix to Tender. The right may not be exclusive to the Contractor. If, under the Contract, the Project Company is required to give (to the Contractor) right of access to any foundation, structure, plant, the Project Company shall do so in the time and manner stated in the Specification. However, the Project Company may withhold any such right

until the Performance Guarantee has been received and on the satisfaction of the Project Company.

If no such time is stated in the Appendix to Tender, the Project Company shall give the Contractor right of access to the Site within such times as may be required to enable the Contractor to proceed in accordance with the program submitted under Sub-Clause 8.3 [Program].

If the Contractor suffers delay and / or incurs Cost as a result of a failure by the Project Company to give any such right within such time, the Contractor shall give notice to the Project Manager and shall be entitled to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Project Company's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time or Cost and Project Company shall not be liable to entertain the same.

Further if and to the extent that the Project Company's failure was caused by any delay in consents or permission from any authority or due to restrictions imposed by any authority, the Contractor shall not be entitled to payment of any such Cost mentioned in (b) above.

2.2 PERMITS, LICENSES OR APPROVALS

The Project Company shall (where he is in a position to do so) provide reasonable assistance for documentation to the Contractor at the request of the Contractor to the extent the relevant authority requires:

- (a) for the Contractor's applications for any permits, licenses or approvals required by the Law of the Country:
 - (i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws]
 - (ii) for the delivery of Goods, including clearance through customs,

2.3 PROJECT COMPANY'S PERSONNEL

The Project Company shall be responsible for ensuring that the Project Company's Personnel and the Project Company's other contractors on the Site:

- (a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
- (b) take actions similar to those which the Contractor is required to take under subparagraphs (a), (b) and (c) of sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment]

2.4 PROJECT COMPANY'S AUTHORITY

The Project Company shall have the absolute authority to enforce compliance with the Contract Documents, on all questions relating to quantities, the acceptability of materials, equipment, or Works, the adequacy of the performance of the Work, and the interpretation of the Drawings and specifications. The decision of the Project Company will be final and binding and shall only proceed to any payment if satisfied, under the contract agreement unless otherwise provided in the contract documents.

The Project Company shall have the authority to stop the progress of work or any part thereof as may be necessary to ensure the proper execution of the Work, to disapprove or reject the work which is defective, to demand the uncovering and inspection or testing of the work, to demand re-examination of the work, to issue interpretations and clarifications,

to order changes or alterations in the Work over any other authority as provided elsewhere in the contract documents. The Project Company shall not be liable for the results of any ruling, interpretation, decisions rendered, request, demand, instruction or order issued by him. The Contractor shall promptly comply with requests, demand, instructions, and order from the Project Company.

2.5 PROJECT COMPANY'S CLAIMS

If the Project Company considers himself to be entitled to any payment under any clause of these Conditions or otherwise in connection with the Contract, then the Project Company has a suo-motto right to ask the Contractor to remedy its defaults, if any and for the payment from Contractor as agreed by both the parties.

This amount may be included as a deduction in the Contract Price and Payment Certificates. The Project Company shall be entitled to set off against or make any deduction from an amount certified in a Payment Certificate.

2.6 LIMITATIONS AND RESPONSIBILITY

The Project Company or its representatives has a right to review/suggest/guide/instruct the Contractor and the Contractor shall be bound to follow the same.

3. THE PROJECT MANAGER

3.1 PROJECT MANAGER'S DUTIES AND AUTHORITY

The Project Company shall appoint the Project Manager who shall carry out the duties assigned to him in the Contract. The Project Manager's team shall include suitably qualified engineers and other professionals who are competent to carry out these duties.

The Project Manager shall have no authority to amend the Contract. The Project Manager may exercise the authority attributable to the Project Manager as specified in or necessarily to be implied from the Contract.

The Project Manager shall have the absolute authority to enforce compliance with the Contract Documents, on all questions relating to quantities, the acceptability of materials, plant, equipment, or Works, the adequacy of the performance of the Work, and the interpretation of the Drawings and specifications, statutory labour and other legal compliances. The decision of the Project Manager shall be final and binding and shall proceed to any payment under the contract agreement unless otherwise provided in the contract documents.

The Project Manager shall have the authority to stop the progress of work or any part thereof as may be necessary to ensure the proper execution of the Work in order according to the satisfaction of the Project Company, to disapprove or reject the work which is defective, to demand the uncovering and inspection or testing of the work, to demand re-examination of the work, to issue interpretations and clarifications, to order changes or alterations in the Work over any other authority as provided elsewhere in the contract documents. The Project Manager shall not be liable for the results of any ruling, interpretation, decisions rendered, request, demand, instruction or order issued by him. The Contractor shall promptly comply with requests, demand, instructions, statutory laws and order from the Project Manager.

3.2 DELEGATION BY THE PROJECT MANAGER

The Project Manager may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and / or independent inspectors, and/or any third entity appointed by Project Company to inspect and / or test items of Plant and / or Materials, or to perform any other duties to assist the Project Manager which Project Company may deem necessary. The assignment, delegation or revocation shall be in writing and shall not

take effect until copies have been received by both parties. However, unless otherwise agreed by both Parties, the Project Manager shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in English or any other language for communications defined in Sub-Clause 1.4 [Law and Language].

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Project Manager. However:

- (a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Project Manager to reject the work, Plant or Materials;
- (b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Project Manager, who shall promptly confirm, reverse or vary the determination or instruction.

3.3 INSTRUCTIONS OF THE PROJECT MANAGER

The Project Manager may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Project Manager, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

The Contractor shall comply with the instructions given by the Project Manager or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Project Manager or a delegated assistant:

- (a) gives an oral instruction,
- (b) receives a written confirmation of the instruction, from (or on behalf of) the contractor, within two working days after giving the instruction, and
- (c) does not reply by issuing a written rejection and / or instruction within seven days after receiving the confirmation.

Then the confirmation shall constitute the written instruction of the Project Manager or delegated assistant (as the case may be).

If the Contractor fails or refuses to comply with any instruction issued by the Project Manager or delegated assistant, the Project Company may after 7 days' notice from the Project Manager to the Contractor requiring such compliance, carry out or deploy other contractors to do so. All costs incurred shall be recoverable by the Project Company from the Contractor.

3.4 REPLACEMENT OF THE PROJECT MANAGER

If the Project Company intends to replace the Project Manager at his sole discretion, the Project Company may, before the intended date of replacement, inform the Contractor about such intended replacement of the Project Manager.

3.5 DETERMINATIONS

Whenever these Conditions provide that the Project Manager shall proceed in accordance with this sub-Clause 3.5 to agree or determine any matter, the Project Manager shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Project Manager shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

The Project Manager shall give notice to both Parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4. THE CONTRACTOR

4.1 CONTRACTOR'S GENERAL OBLIGATIONS

The Contractor shall design (to the extent specified in the contract), execute and complete the Works in accordance with the Contract and with the Project Manager's instructions, and shall remedy any defects in the Works.

The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects. The Contractor shall prepare the Contractor's Documents in sufficient details to satisfy all regulatory approvals, to provide to the suppliers and construction personnel with sufficient instructions to execute the works, and to describe the operation of the completed Works from time to time.

The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract or any other work, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.

The Contractor shall, whenever required by the Project Manager, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Project Manager.

If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated elsewhere in the Contract.

- (a) the Contractor shall submit to the Project Manager the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
- (b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the English language and language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Project Manager to add to the Drawings for co-ordination of each Party's designs;
- (c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
- (d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Project Manager the "as-built" documents and operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Project Company to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Project Manager.

The design (to the extent mentioned in the Contract), the Contractor's documents, the execution and completion of the Works shall all comply fully with the applicable Laws, national specifications, conditions and stipulations (if any) imposed by any authorities.

4.2 PERFORMANCE GUARANTEE

The Contractor shall, within 07 days after receiving the Letter of Acceptance/Intent, provide to the Project Company a single, irrevocable and unconditional performance guarantee from the Scheduled/Nationalized Bank approved by the Project Company for an amount stated in the Appendix to Tender or such other amount as may be otherwise specified in the Contract towards security for due performance of the Contract having Jaipur as jurisdiction. Such performance guarantee shall be valid and enforceable 60 days

beyond date of issuance of Taking Over Certificate by the Project Company for Works. No interest will be paid on the Bank Guarantee.

The Performance Guarantee shall strictly be in the form annexed to the Contract Documents and shall be executed on a non-judicial stamp paper having a jurisdiction of Jaipur, Rajasthan. The cost of obtaining such Performance Guarantee shall be borne and paid by the Contractor alone.

The submission of the Performance Bank Guarantee shall be a condition precedent to the Contract.

The Contractor shall ensure that the Performance Guarantee is valid and enforceable until the Contractor has executed and completed the Works and obtained Taking Over/Completion Certificate and 60 days thereafter. If the terms of the Performance Guarantee specify its expiry date, and the Contractor has not become entitled to receive the Taking Over/Completion Certificate by the date 30 days prior to the expiry date, the Contractor shall immediately extend the validity of the Performance Guarantee until minimum of 60 days beyond the extended Time for Completion of the Works. If the Contractor fails to extend the validity of such bank guarantee as stated above then Contractor hereby signing this Contract, gives an unequivocal, unconditional and irrevocable authority to the Project Company to invoke this bank guarantee without any prior notice to the Contractor and he shall not raise any objection and have no claim, whatsoever, against such action of Project Company.

The Project Company shall return the Performance Guarantee to the Contractor within 90 days after receiving a copy of the Taking Over/Completion Certificate.

4.3 CONTRACTOR'S REPRESENTATIVE/CONTRACTOR'S TEAM

The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the contract.

The Contractor shall also appoint a designated team of agreed personnel who has the expertise and are competent to complete the contract/work as per the technical specifications and other conditions of contract in accordance with the satisfaction of Project Company.

Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Project Manager for consent of the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative where the consent is withheld or subsequently revoked, or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

The Contractor shall not, without the prior consent of the Project Manager, revoke the appointment of the Contractor's Representative or appoint a replacement.

The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Project Manager's prior consent, and the Project Manager shall be notified accordingly.

The Contractor's Representative shall, on behalf of the contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Project Manager].

The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Project Manager has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

The Contractor's Representative and all these persons shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language].

Notwithstanding the above provisions in this Sub-Clause, Contractor shall comply with additional requirements as specified in the Annexure to the General Conditions which shall form the part of the General Conditions.

4.4 SUB-CONTRACTORS

The Contractor shall not subcontract the whole or part of the Works.

The Contractor shall not engage or permit the engagement of any subcontractor for any part of the Works without the consent of the Project Manager / Project Company, which consent shall not be unreasonably withheld. The Contractor shall provide such reasonable details of the Subcontractor as may be required by the Project Manager/Project Company, for providing consent.

The Contractor shall give the Project Manager not less than 30 days' notice of the intended date of commencement of each Subcontractor's work, and of the commencement of such work on the Site.

It shall be a condition of any sub-contracting to which Sub-Clause 4.4 refers that the sub-contract shall include provisions which would entitle the Project Company's discretionary rights to require:

- (a) the subcontract to be assigned to the Project Company under Sub-Clause 4.5 [Assignment of Benefit of Sub-contract] (if or when applicable) or if the Sub Contractor has undertaken a continuing obligation to the Contractor and if such obligation extends beyond the Contract Period, the assignment of the benefit of such obligation or in the event of termination of the Contractor's employment under Sub-Clause 15.2 [Termination by Project Company]; and/or
- (b) the sub-contractor to enter into a novation agreement of the sub-contract with the Project Company only if the Project Company agrees/approves and if the Project Company so requires upon the termination of the Contractor's employment under this Contract .

The Contractor shall remain absolute liable under the Contract for all -contracted work and shall be responsible for acts or defaults of his Sub-contractor, his agents or employees, as if they were the acts or defaults of the Contractor as they are working under the contractor himself. The Contractor shall make good any damage or loss suffered by the Project Company by reason of any breach of contract, repudiation, default or failure (whether total or partial), on the part of his Sub-contractor, and shall indemnify the Project Company against any damage, liability, claim or loss arising there from. The indemnification value shall be the total agreed contract value between two parties.

If any dispute if so arises by the default of Contractor or Sub-Contractor, then in no case, whatsoever, the liability of the Project Company shall arise and the liability shall vest solely and exclusively upon the Contractor.

4.5 ASSIGNMENT OF BENEFIT OF SUB-CONTRACT

If a Sub-contractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Project Manager, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Project Company, then the Contractor shall do so. The Project Company shall not be liable for any rights which the Sub Contractor may have against the Contractor unless expressly stated otherwise in the Contract Agreement. For any claim, damage, obligation, lien etc. of the Sub-contractor to the Contractor, the Project Company shall not be liable in any case, meaning thereby, the whole and sole responsibility for any act of the sub-contractor shall vest upon the contractor and the Project Company shall in no case, be liable towards any acts of the sub-contractor directly or indirectly

4.6 CO-OPERATION

The Contractor shall co-operate, co-ordinate and allow appropriate opportunities for carrying out work to:

- (a) the Project Company's Personnel,
- (b) any other contractors deployed by the Project Company, and
- (c) the personnel of any legally constituted public authorities,

who may be deployed in the execution on or near the Site of any work not included in the Contract.

Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which shall be provided by the Contractor without any additional cost to the Project Company.

4.7 SETTING OUT

The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Project Manager. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works in line with the satisfaction of the Project Manager.

The Project Manager shall provide such points of reference, but the Contractor shall use his reasonable efforts to verify his accuracy before they are used and shall be responsible for subsequent Works.

4.8 SAFETY PROCEDURES

The contractor shall:

- (a) comply with all applicable safety rules, regulations, laws, bye-laws, orders, notifications, legislature pronouncements etc.
- (b) take care for the safety of all persons entitled to be on the Site,
- (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction, negligence and nuisance so as to avoid danger to these persons,
- (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Project Company's Taking Over], and
- (e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.
- (f) Comply with the additional requirements as specified under Project Safety Plan in Annexure to the General Conditions which shall form part of the General Conditions.

4.9 QUALITY ASSURANCE

The Contractor shall institute a quality assurance system as detailed out in Annexure to the General Conditions which shall form part of the General Conditions to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Project Manager shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Project Manager for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Project Manager, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

Third party Quality Testing for whole works will be done according to IS Standards and Specifications as mentioned in Technical Specification and Agency/ Laboratory will be approved by Project Company and cost of testing will be borne by Contractor. Detailed test reports for carry out road work shall be submitted with each Running Account Bill

4.10 SITE DATA

The Project Company shall have made available to the Contractor for his information, prior to the Base Date, all available data in the Project Company's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Project Company shall similarly make available to the Contractor all such data which come into the

Project Company's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. The Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- (a) the form and nature of the Site, including sub-surface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of the work and goods necessary for the execution and completion of the Works and remedying of any defects,
- (d) the Laws, procedures and labour practices of the Country, and
- (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.
- (f) Adjacent surrounding buildings/properties, access roads, regulation and/or stipulations by local authorities on the movement of traffic.

Contractor shall have no claim whatsoever on account of not understanding or obtaining necessary information, and/or incorrect interpretation of such information or any related provisions in the contract document only if a prior written intimation has been made to the Project Manager not exceeding 15 days' time. After perusing the specifications of the Contractor, both parties will then mutually agree on the matter.

4.11 SUFFICIENCY OF THE ACCEPTED CONTRACT AMOUNT

The contractor shall be deemed to:

- (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and
- (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-clause 4.10 [Site Data].

Unless otherwise stated in the Contract, the Accepted Contract Amount covers entire consideration for all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects. Notwithstanding anything to the contrary contained in the Contract Documents, the Accepted Contract Amount shall cover material cost inclusive of excise duty, income tax, GST paid at the time of purchase, labour cess or any other cess paid at the time of availing such a service, turn over tax, octroi, levies, taxes or duties of concerned authorities, royalties, insurances, licenses if any and expense towards transportation, loading, unloading, security, storing at site, safely handling at site, expected wastages, labour (skilled / unskilled), tools, plants and equipment, all overhead costs, contractors' profit, miscellaneous expenditure properly incurred or to be incurred whether on or off the site including overhead and other charges properly allocable thereto for an item of work.

4.12 UNFORESEEABLE PHYSICAL CONDITIONS

In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydro-logical conditions but excluding climatic conditions.

If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable under force majeure conditions only, the Contractor shall give notice to the Project Manager as soon as practicable and both parties shall accept the same. The Contractor has been informed (and shall be deemed to have been informed by virtue of this Contract) of the hard rock substrata conditions at the Site, de-watering during contract period and the conditions described in the Annexure to General Conditions and accordingly the said physical conditions shall not be considered to be Unforeseeable only.

This notice shall describe the physical conditions, so that they can be inspected by the Project Manager, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Project Manager may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and / or incurs Cost due to these conditions the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving such notice and inspecting and / or investigating these physical conditions, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub paragraphs (a) and (b) above related to this extent.

However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Project Manager may also review whether other physical conditions in similar parts of the Works (if any) were more favourable that could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favourable conditions were encountered, the Project Manager may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

The Project Manager may take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which may be made available by the Contractor, but shall not be bound by any such evidence.

4.13 RIGHTS OF WAY AND FACILITIES

The Contractor shall bear all costs and charges for special and / or temporary rights-of-way which he may require and granted by the Project Company, including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facilities outside the Site which he may require for the purposes of the Works.

4.14 AVOIDANCE OF INTERFERENCE

The Contractor shall not interfere unnecessarily or improperly with:

- (a) the convenience of the public and also to the Project Company's units, or
- (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Project Company or of others.

The Contractor shall indemnify up to the agreed contract value and hold the Project Company harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 ACCESS ROUTE

The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

Except as otherwise stated in these Conditions:

- (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;

- (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
- (c) the Project Company shall not be responsible for any claims which may arise from the use or otherwise of any access route.
- (d) The Project Company does not guarantee the suitability or availability of particular access routes, and
- (e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne and paid by the Contractor.

4.16 TRANSPORT OF GOODS/MATERIAL

Unless otherwise stated elsewhere in the Contract:

- (a) the Contractor shall give the Project Manager not less than 30 days' notice of the date on which any Plant or a major item of other Goods/Material will be delivered to the Site;
- (b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods/Material and other things required for the Works; and
- (c) the Contractor shall indemnify up to the agreed contract value and hold the Project Company harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods/Material, and shall negotiate and pay all claims arising from their transport.

4.17 CONTRACTOR'S EQUIPMENT

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Project Manager. However, consent shall not be required for vehicles transporting Goods/Material or Contractor's Personnel off site.

Contractor's Equipment which is owned by the Contractor (either directly or indirectly) shall be deemed to be for exclusive use of Works with effect from its arrival on the Site. However it is hereby clarified that such exclusive use of the equipments at Works shall not:

- (a) affect the responsibility or liability of the Contractor,
- (b) prejudice the right of the Contractor to the sole use of the Contractor's Equipment for the purpose of the Works, or
- (c) affect the Contractor's responsibility to operate and maintain Contractor's Equipment or any risk thereof. The personnel involved in operation of any construction equipment shall be experienced, careful and skilled enough to undertake such responsibilities.

4.18 PROTECTION OF THE ENVIRONMENT

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations and adhere to Central and State Pollution Control norms, MoEF, if applicable.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values indicated in the Specification, and shall not exceed the values prescribed by applicable Laws.

The Contractor shall follow the Project Company's Environment Management System (EMS) established at site. The Contractor shall read Project Company's- EMS Policy, Standard Operating Procedures, and relevant documents prior to commencement of Works. Project Company will give necessary awareness to the contractor's personnel on EMS and Green building implementation requirements at site. Specific details are provided in the Annexure to the General Conditions which shall form part of the General Conditions.

4.19 ELECTRICITY, WATER AND GAS

The party and/or parties specified in Appendix to Tender shall be responsible for the provision of power, water and other services required for carrying out Works.

The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specification. The Contractor on its own cost shall arrange the apparatus necessary for measuring the use of these services by the Contractor and Project Manager shall be responsible for recording the quantities consumed. If the Contractor is unable to arrange the apparatus, the Project Company can arrange the same provided that it shall be charged extra.

The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Project Manager in accordance with Sub-Clause 2.5 [Project Company's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Project Company.

Contractor shall comply with additional requirements as specified in the Annexure to the General Conditions which shall form part of the General Conditions.

4.20 PROJECT COMPANY'S EQUIPMENT AND FREE-ISSUE MATERIAL

The Project Company shall make the Project Company's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification or the Schedules unless otherwise stated in the Specification or the Schedules:

- (a) the Project Company shall be responsible for the Project Company's Equipment, except that
- (b) the Contractor shall be responsible for each item of Project Company's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

The appropriate quantities and the amounts due (at such stated prices) for the use of Project Company's Equipment shall be agreed or determined by the Project Manager in accordance with Sub-Clause 2.5 [Project Company's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Project Company.

The Project Company shall supply, free of charge, the "free-issue materials" i.e. Cement and RCC Pipes (if any) in accordance with the details as stated in the Specification. The Project Company shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Project Manager of any shortage, defect or default in these materials within a stipulated time period of 7 days. Unless otherwise agreed by both Parties, the Project Company shall immediately rectify the notified shortage, defect or default.

After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Contractor of liability for any shortage, defect or default not apparent from a visual inspection.

4.21 PROGRESS REPORTS

Unless otherwise stated elsewhere in the Contract, daily, weekly and monthly progress reports shall be prepared by the Contractor and submitted to the Project Manager in soft copies and hard copy as required. The daily and weekly progress reports shall commence from the date of commencement of Works. The first monthly report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

Each report shall include:

- (a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Sub-contractors]),
- (b) photographs showing the status of progress on the Site;
- (c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
 - (i) Commencement of manufacturing,
 - (ii) Contractor's inspections,
 - (iii) Tests, and
 - (iv) Shipment and arrival at the Site;
- (d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
- (e) copies of quality assurance documents, test results and certificates of Materials;
- (f) list of notices given under Sub-Clause 2.5 [Project Company's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims];
- (g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- (h) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

Notwithstanding the reports listed out in sub clause (a) to (h) above, the Contractor shall also comply all the reporting procedures in line with the Project Quality Plan & Project Safety Plan as covered within the contract documents.

4.22 SECURITY OF THE SITE

Unless otherwise stated elsewhere in the Contract:

- (a) the Contractor shall be responsible for keeping unauthorized persons off the Site, and
- (b) authorized persons shall be limited to the Contractor's Personnel and the Project Company's Personnel; and to any other personnel notified to the Contractor by the Project Company or the Project Manager, as authorized personnel of the Project Company's other contractors on the Site.

The Contractor shall at its cost provide at all times adequate number of watchmen to guard the Site, materials and equipment, to the satisfaction of the Project Company's Representative/ Project Manager. The Contractor shall at all times be fully responsible for the security of all materials and equipment on the Site, whether its own or those of any Sub-Contractor. Neither the Project Company nor the Project Company's Representative/Project Manager shall be responsible for any loss due to theft, fire, accident or any other reasons, whatsoever. Further, if any loss is suffered by the Project Company, the Project Manager or the Project Company's Representative due to any theft, fire, accident or other reasons, whatsoever, the Contractor shall indemnify and hold harmless the Project Company, the Project Manager or the Project Company's Representative for such losses up to a maximum amount of the contract value.

The Project Company may provide a security arrangement in his own interest. However such security arrangement shall not be responsible for safeguarding the Contractor's material, equipment or access.

4.23 CONTRACTOR'S OPERATIONS ON SITE

The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Project Manager as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, unfinished and Temporary Works which are no longer required as to the satisfaction of the Project Company.

Upon the issue of instructions by Project Manager, the Contractor shall clear away and remove from that part of the Site and Works to which the instructions refer, all Contractor's Equipment, surplus material, wreckage, unfinished and Temporary Works as to the satisfaction of the Project Company. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Liability Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 FOSSILS

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Project Company. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

The Contractor shall, upon discovery of any such finding, promptly give notice to the Project Manager, who shall issue instructions for dealing with it. If the Contractor suffers delay and / or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion] and
- (b) payment of any such Cost, which shall be included in the contract Price.

After receiving this further notice, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

4.25 ORDERING MATERIALS

The Contractor shall place his orders for specified materials at the earliest possible date after notification of acceptance/intent of his Tender or at such times as may be specifically stated elsewhere herein for any particular material. If, in the opinion of the Project Manager, the Contractor by his failure to order any specified material, or by his failure to deliver on to the job any specified material within the time stated for same, causes interruption or delay in the progress of the Works, then the Project Company shall be entitled to purchase such specified materials in whatever quantities he deems necessary and at the rates prevailing in local markets at the time of purchase and all costs consequent thereon or incidental thereto including delivery charges shall be borne by the Contractor and shall be deducted from monies due to or to become due to him under this Contract by means of a variation and no profit shall be allowed to the Contractor in respect of such items. Contractor will not have any right to challenge the decision of the Project Company in any manner to purchase such materials by the Project Company.

The Contractor shall on quarterly basis submit to the Project Manager a detailed procurement schedule in for major equipment and materials indicating the planned and actual dates for ordering and delivery of major materials and equipments and Project Company has a right to change the schedule depending upon the timelines indicated by Project Company and the Contractor is obligated to amend/change its schedule on the advice of Project Company if the set time lines have not been met within the stipulated period.

4.26 SITE MEETINGS

Contractor shall attend site meetings when requested by the Project Manager from time to time and shall make available a responsible representative conversant with the Works and with authority to accept and make decisions and act on his behalf. The Contractor shall submit to the Project Manager, within 2 days prior to the meeting an agenda listing site

problems, variations or extra works instructed by the Project Manager, the program of Works or any other matters relating to the Contract for discussion during the meeting.

4.27 PUBLIC AND PRIVATE SERVICES

- a) The Contractor must ascertain and confirm for himself the exact routes and locations of all existing services whether or not shown on the Drawings. Prior to commencement of any Works, the Contractor shall carry out extensive site investigations and make additional records by means of cable detection equipment, exploratory trial holes and/or other approved methods.
- b) The Contractor shall notify the Project Manager and other relevant authorities of any pipe, cable, duct, service main etc. buried or exposed at the site before commencement of work or encountered during the progress of the Works. The Contractor shall protect, uphold and maintain all pipes, cables, ducts, drains, sewers and service mains including any wrappings or special lagging to same during the execution of the Works. Any damage due to a cause within the Contractor's control shall be made good as directed by the Project Manager at the Contractor's expense and the Contractor shall also indemnify the Project Company against any claims arising there from up to the maximum amount of the contract value. The Contractor shall sequence the Works to accommodate any diversion works to be undertaken by the various Authorities responsible for the services and extend all necessary co-operation and the provision of suitable access to the site for their workmen or contractors. The charges levied by the various Authorities for service diversions shall be borne by the Project Company.

4.28 DUMPING OF UNWANTED DEBRIS, ETC.

The Contractor shall not dump Unwanted Debris, debris, chemicals or any noxious or etc. polluting matter at the Site or any vacant land or at the roadside or into any drain or canal or any other kind of waste, excreta etc. All debris arising from the Contractor's occupation shall be collected, stored and thereafter removed from the Site to a permitted dumping ground, at the sole expense of the Contractor as indicated by the Project Manager.

The Contractor shall be responsible for obtaining the necessary permits for dumping of Unwanted Debris, etc and ensuring that the carting operation does not cause any spill overs on or any damage to the public roads. The Contractor shall produce necessary documentary evidence of the permits to the Project Manager and shall fully indemnify the Project Company against any claims relating to the carting operation up to the maximum amount of the contract value.

4.29 SITE HYGIENE

The Contractor shall keep the Site free from stagnant water and provide temporary drainage to ensure that no stagnant water remains at the Site including dewatering in monsoon seasons or shall keep the site free from unhygienic conditions which may hamper the development progress at the site as indicated by the Project Manager. Such dewatering shall not be allowed to drain into the public drains or any other non-identified channels, for the same, the contractor is obligated to ask Project Manager to identify the channels where dewatering can be made. The Contractor shall not leave empty containers or receptacles capable of collecting water and forming breeding places for mosquitoes in the open and shall take all necessary steps to prevent the breeding of mosquitoes on the Site and shall act as per the instructions of Project Manager.

4.30 Product/Workmanship Indemnities

Within 14 days from the award of the Contract, the Contractor shall submit to the Project Manager the product/workmanship indemnities in accordance with the specimens annexed to the Tender Conditions as Appendix S/C and/or as further requested in Technical Specifications.

Where the Contractor is a private limited or limited company, the indemnities shall be executed under seal and the affixation of the common seal must be witnessed by two company directors or a company director and the company secretary.

When submitting the indemnities, the Contractor shall be required to provide a copy of the Board of Directors' resolution confirming that;

- (1) the signatories are the respective company directors or a company director and the company secretary of the Contractor, and
- (2) they are authorized to execute the indemnities and witness the affixing of the common seal.

5 NOMINATED SUB-CONTRACTORS

5.1 DEFINITION OF "NOMINATED SUB-CONTRACTOR"

In the Contract, "nominated Sub-contractor" means a Sub-contractor:

- (a) who is stated in the Contract as being a nominated Sub-contractor, or
- (b) whom the Project Company instructs Contractor to appoint for any work which the Project Company feels deem fit or,
- (c) whom the Project Manager, under clause 13 [Variations and Adjustments], instructs the Contractor to appoint as a Subcontractor.

5.2 OBJECTION TO NOMINATION

The Contractor shall not be under any obligation to appoint a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Project Manager as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Project Company agrees to take responsibility of such nomination.

- (a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- (b) the subcontract does not specify that the nominated Subcontractor shall indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or

the subcontract does not specify that, for the subcontracted work (including design, if any).

5.3 PAYMENTS TO NOMINATED SUBCONTRACTORS

The Contractor shall pay to the nominated Subcontractor the amounts which the Project Manager certifies to be due in accordance with the subcontract. Project Company shall not be held responsible for the payment and related issues to be made to Subcontractor/Vendor/Supplier/Or any other agency appointed by the contractor for completing the works under the contract or any specialized assignment within the framework of the contract which is to be completed by the contractor under the purview of the contract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

5.4 EVIDENCE OF PAYMENTS

Before issuing a Payment Certificate which includes an amount payable to a nominated subcontractor, the Project Manager may request the Contractor to supply reasonable evidence that the nominated subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- (a) submits this reasonable evidence to the Project Manager, or

- (b) (i) satisfies the Project Manager in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
(ii) submits to the Project Manager reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Project Company may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall repay to the Project Company or authorize the Project Company to deduct from the amount due or to become due to the Contractor, the amount which the nominated Sub-contractor was directly paid by the Project Company.

6 STAFF AND LABOUR

6.1 ENGAGEMENT OF STAFF AND LABOUR

Except as otherwise stated in the Specification or the Schedules or Annexure to the General Conditions, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport and the Project Company shall not be responsible for the same.

6.2 RATES OF WAGES AND CONDITIONS OF LABOUR

The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the state and as per the statutory stipulations and applicable Laws and good industry practice.

6.3 PERSONS IN THE SERVICE OF PROJECT COMPANY

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Project Company's Personnel or any other consultants appointed by Project Company.

6.4 LABOUR LAWS

The Contractor shall comply with all the relevant Labour Laws applicable from time to time to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, wages, PF, ESI, immigration and emigration or any other law of the land and shall allow them all their legal rights and shall produce sufficient evidence that the contractor is complying with the same.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

During continuation of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, laws, order, decree, notifications and byelaws of State/Central Government or local authorities and any other labour law (including rules), regulations, bye-laws that may be passed or notified under any labour law by the state / central government or the local authorities during execution of the Work as applicable. The Contractor shall keep the Project Company indemnified in case any action is taken against the Project Company by the competent authority on account of contravention of any of the provisions of any act or rules made under these regulations or notifications including amendments upto the maximum amount of the contract value. In case the Project Company is caused to pay or reimburse such amounts as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications/bye-laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Project Company shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Project Company.

The employees of the Contractor and his sub -contractor, whether nominated or otherwise, in no case shall be deemed to be the employees of the Project Company at any point of time.

Some of the major labour laws applicable to establishments engaged in building & other construction work are as under. The Contractor shall note that this list is not exhaustive but indicative and it shall be the Contractor's responsibility to appraise himself with all the applicable laws in addition to the list below, their amendments and other changes.

- Workmen Compensation Act 1923 and its subsequent amendments, if any: Applicable in case of injury by accident on work.
- Payment of Wages Act 1936 and its subsequent amendments, if any: Provides for when and on which date payment is to be made as well as what deductions to be made.
- Minimum Wages Act 1948 and its subsequent amendments, if any: Provides compulsion for payment to contract labour not less than Minimum wages fixed by appropriate Government.
- Maternity Benefit Act 1951 and its subsequent amendments, if any: Provides for leave and other benefits to women employees in case of confinement / miscarriage.
- Employees PF and Misc. Provision Act 1952 and its subsequent amendments, if any:
- Contract Labour (Regulation & Abolition) Act 1970 and its subsequent amendments, if any: Provides Labour welfare measures to be provided by the Contractor. Also provides for acquisition of Labour license if more than 20 contract labours are employed by the Contractor.
- The Water (Prevention & Control of Pollution) Act 1974 and its subsequent amendments, if any: Provides for prevention and control of water pollution and maintaining & restoring of wholesomeness of water.
- Equal Remuneration Act 1979 and its subsequent amendments, if any: Provides for equal wages for work of equal nature to male & female employees.
- The Air (Prevention & Control of Pollution) Act 1981 and its subsequent amendments, if any: Provides for prevention, control and abatement of air pollution.
- Child Labour (Prohibition & Regulation) Act 1986 and its subsequent amendments, if any: The Act prohibits employment of child labour in Building & Construction Industry.
- The Environment Protection Act 1988 and its subsequent amendments, if any: Provides for the protection and improvement of environment and for matters connected therewith and the prevention of hazards to all living beings, plants, & property.
- The Building and other Construction Workers Welfare Cess Act 1996 and its subsequent amendments, if any: provides for the levy and collection of a cess on the cost of construction incurred by Owners with a view to increase the resources of the Building and Other Construction Workers' Welfare Boards constituted under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.

Notwithstanding with the provisions above Contractor shall also comply and perform in accordance with the additional provisions specified under Annexure to the General Conditions.

6.5 WORKING HOURS

No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the Appendix to Tender, unless:

- (a) otherwise stated in the Contract,
- (b) the Project Manager gives consent, or
- (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Project Manager

The Project Manager and the Contractor shall agree upon the Working hours in each month, depending upon work schedule requirements, exigencies Traffic restrictions/ statutory requirements, etc. and the Contractor is obligated to follow the instructions of the Project Manager

6.6 FACILITIES FOR STAFF AND LABOUR

Except as otherwise stated in the Specification or the Schedules, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Project Company's Personnel as stated in the Specification.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works without consent of the Project Manager.

6.7 HEALTH AND SAFETY

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Project Company's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

Notwithstanding the provisions above, the Contractor shall also comply with the additional health and safety requirements as specified in Annexure (EHS Plan) to the General Conditions.

6.8 CONTRACTOR'S SUPERINTENDENCE

Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 CONTRACTOR'S PERSONNEL

The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- (a) persists in any misconduct or lack of care,
- (b) carries out duties incompetently or negligently,
- (c) fails to conform with any provisions of the Contract, or
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.
- (e) Or any other reason not acceptable as per the Project Manager

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

Notwithstanding the provisions above Contractor shall also comply with the additional site organization requirements as specified in Annexure to the General Conditions.

6.10 RECORDS OF CONTRACTOR'S PERSONNEL AND EQUIPMENT

The Contractor shall submit, to the Project Manager, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Project Manager, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

6.11 DISORDERLY CONDUCT

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

6.12 WORKMEN

The Contractor shall at all times enforce strict discipline and good order among his employees and those of any subcontractor, and shall not employ on the Work any unfit person or anyone not skilled

and experienced in the assigned task. The Contractor's employees employed on the Work, who fail to perform the Work in the manner required by the Project Company shall be discharged immediately and such persons shall not be re-employed at the Project Company's site for tasks for which they were found unfit. Such discharge shall not be the basis of any claim for compensation or damages against the Project Company. Contractor shall not employ any person who is under the age of 18 years. The Contractor shall keep labour attendance records (head counts) for both male & female workers with age group bifurcations as age less than 30 yrs., between 30 to 50 yrs., and more than 50 years of age. The record of labour attendance (head count) shall be submitted to the Project Company on a monthly basis. The Contractor shall make labour payments on regular basis as per the applicable labour laws and records of all labour payments shall be submitted to the Project Company as and when required by Project Company.

1. Minimum labour requirement should be maintained at site by contractor conforming to IS 7272 (part – I) 1974.
2. Detail calculation of labour requirement should be worked out and submitted by the Contractor on receiving of Good for Construction drawings before executing the activity for review and approval of the Project Company.
3. Alternate labour arrangement should be made by the Contractor in peak period of labour shortage in all circumstances.
4. No delays in work will be accepted due to unavailability of labour at site.
5. Or any other reason arising out of non-satisfaction of the Project Company

7 PLANT, MATERIALS AND WORKMANSHIP

7.1 MANNER OF EXECUTION

The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:

- (a) in the manner (if any) specified in the Contract,
- (b) in a proper workmanlike and careful manner, in accordance with recognized good practice, and of desired quality, and
- (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 SAMPLES

The Contractor shall submit samples of Materials, and relevant information for the Project Manager's consent as and when required, prior to using the Materials in or for the Works. The samples must be submitted in advance giving 30 days' time for the Project Manager's review prior to quantity fabrication or, in the case of manufactured items, prior to placing purchase orders.

Samples of Materials shall be submitted with descriptive labels and/or application or installation instructions intact and legible and properly labelled/tagged to identify the material type, reference, manufacturer/supplier and country of origin.

Where variations in texture, colour, grain or other characteristics are inherent and anticipated in the samples submitted, a sufficient quantity shall be provided to indicate the full range of characteristics which will be present.

The Contractor shall accompany each transmittal of samples with a transmittal listing the sample data for each sample and referencing each sample to the appropriate Drawing or Specification section and clause.

The Contractor shall execute samples of workmanship for the Project Company as and when required.

The Contractor must obtain the Project Company's prior written approval in writing of the respective samples of Workmanship and prototypes before proceeding with the execution of the various sections of the Works.

Acceptance of any sample shall be only for characteristics or for uses named in such acceptance and for other any other purpose as indicated by the Project Manager. Acceptance or rejection of a sample shall not be taken as a Variation. Once a Material has been accepted, no further change in brand or make will be permitted.

The Contractor shall execute samples of workmanship and prototypes for the Project Manager as and when required. The Contractor shall obtain the Project Manager's approval of the respective samples of workmanship and prototypes before proceeding with the actual mass execution of the various sections of the Works.

The finished work shall correspond to the approved samples of materials, workmanship and prototypes. The Project Manager at his sole discretion may return certain samples for use in the Works. These shall be installed in good condition and suitably marked for identification. Such samples and any packing are to be provided at the expense of the Contractor for the use of the Project Manager and are to be displayed in a sample room.

In the event of non-compliance with samples of materials, workmanship and prototypes by the Contractor, the Project Manager may reject the Work under Sub-Clause 7.5 [Rejection] and the Contractor shall have to rectify such defective Work in accordance with the provisions of Sub-Clause 7.6 [Remedial Work].

7.3 INSPECTION

The Project Company's Personnel shall at all reasonable times:

- (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
- (b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

The Contractor shall give the Project Company's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

The Contractor shall give notice to the Project Manager whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Project Manager shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Project Manager does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Project Manager, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.

7.4 TESTING

The Sub-Clause shall apply to all test specified or required to confirm the performance of the design, materials and workmanship proposed by the Contractors, other than Tests after completion.

The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently.

The Contractor shall have well equipped laboratory at site with brand new equipment for testing of materials and samples as stated in list of laboratory equipments annexed to the contract document. The Contractor shall agree, with the Project Manager, the time and place for the specified testing of any Plant, Materials and other parts of the Works.

The Project Manager may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne and paid by the Contractor, notwithstanding other provisions of the Contract.

The Project Manager shall give the Contractor not less than 24 hours' notice for offsite test and 4 hours' notice for all routine onsite tests of the Project Manager's intention to attend the tests. If the Project Manager does not attend at the time and place agreed, the Contractor any proceed with the tests, unless otherwise instructed by the Project Manager, and the tests shall then be deemed to have been made in the Project Manager's presence.

If the Contractor suffers delay and / or incurs Cost from complying with these instructions or as a result of a delay for which the Project Company is responsible, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

The Contractor shall promptly forward to the Project Manager duly certified reports of the tests. When the specified tests have been passed, the Project Manager shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Project Manager has not attended the tests, he shall be deemed to have accepted the readings as accurate.

7.5 REJECTION

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Project Manager may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect or replace such Plant, Materials and/or Workmanship and ensure that the rejected item complies with the Contract.

If the Project Manager requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Project Company to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Project Company's Claims] pay these costs to the Project Company.

7.6 REMEDIAL WORK

Notwithstanding any previous test or certification, the Project Manager may instruct the Contractor to:

- (a) remove from the Site and replace any Plant, Materials and/or Workmanship which is not in accordance with the Contract,
- (b) remove and re-execute any other work which is not in accordance with the Contract, and
- (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).

If the Contractor fails to comply with the instruction, the Project Company shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Project Company's Claims] pay to the Project Company all costs arising from this failure.

The Project Manager may but shall not be bound to accept any defective Plant, Materials or unremedied work, in which event the Contract Price shall be reduced to reflect the loss of value of the Works to the Project Company or any savings in cost to the Contractor in not having to rectify the defective Plant, Materials or work whichever is greater. The Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine such adjustment.

7.7 OWNERSHIP OF PLANT AND MATERIALS

Each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Project Company at whichever is the earlier of the following times, free from lines and other encumbrances:

- (a) when it is delivered to the Site;
- (b) when the Contractor is entitled to payment of the value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 ROYALTIES

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments and submit necessary proofs prior to commencement of Works for:

- (a) natural Materials obtained from outside the Site, and
- (b) the disposal of material from demolitions and excavations and of other surplus material(whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

8 COMMENCEMENT, DELAYS AND SUSPENSION

8.1 COMMENCEMENT OF WORKS

The Commencement Date shall be communicated to the Contractor by the Project Manager and in the absence of any communication; the Commencement Date shall be 14 (Fourteen) days from the date of receiving the Letter of Acceptance/Intent.

The Contractor shall commence the execution of the Works from Commencement Date after due compliance of all its prerequisite obligations as stated below, and shall then proceed with the Works with due expedition and without delay.

Prerequisite Obligations to Commencement of Works:

- Submission of Performance Guarantee in accordance with Sub-Clause 4.2,
- Submission Insurances in accordance with Clause 18,
- Approval of Project Quality Plan in accordance with Sub-Clause 4.9 and Annexure to the General Conditions,
- Approval of Project Safety Plan Sub-Clause 4.8 and Annexure to the General Conditions,
- Obtaining Labour License from the concerned authorities,
- Approval of Construction Program in accordance with Sub-Clause 8.3,

8.2 TIME FOR COMPLETION

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), as stated in Appendix to Tender including:

- (a) achieving the passing of the Tests on Completion, and
- (b) completing all works which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections.]

8.3 PROGRAMME

The Contractor shall submit a detailed time program to the Project Manager within 07 (seven) days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

- (a) Micro construction schedule in MS Project/Primavera/MS Excel identifying all major/minor milestones and activities in the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
- (b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Sub-contractors])
- (c) the sequence and timing of inspections and tests specified in the Contract, and
- (d) a supporting report which includes:
 - (i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
 - (ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

The Contractor shall submit his detailed Program of Work in the form of a schedule to the Project Manager for approval, indicating the date that each part or element of the Work will be started and completed including, where applicable, the continuance of operations and indicating a schedule of the required submittals including shop drawings, samples, list of materials and equipment, equipment data and instruction manuals. The program and schedule shall conform to the Work and

the Time for Completion, and shall be subject to such revisions the Project Manager may require for his approval.

The Contractor shall update and revise the above schedule every month. Each updated and revised schedule shall be submitted to the Project Manager for approval simultaneously with the Contractor's application for progress payment for the same time period, and shall be subject to such revisions the Project Manager may require for his approval. Additional requirements from the Project Company in this regard are enlisted in the Annexure to General Conditions.

The Project Manager's approval of revised progress schedules may be a condition precedent to the approval of the Contractor's applications for progress payments.

Unless the Project Manager, within 07 (Seven) days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Project Company's Personnel shall be entitled to rely upon the programme when planning their activities.

The Contractor shall promptly give notice to the Project Manager of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and / or a proposal under Sub-Clause 13.3 [Variation Procedure].

If, at any time, the Project Manager gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the contractor shall submit a revised programme to the Project Manager in accordance with this Sub-Clause.

8.4 EXTENSION OF TIME FOR COMPLETION

The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

- (a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedural],
- (b) a cause of delay giving an entitlement to extension of time under a Sub-clause of these Conditions,
- (c) exceptionally adverse climatic conditions,
- (d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
- (e) Any delay, impediment or prevention caused by or attributable to the Project Company, the Project Company's Personnel, or the Project Company's other contractors on the Site.
- (f) Any changes in quantities, in the Bills of Quantities, due to errors in the measurement shall not be a cause for any extension of time.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall immediately give notice to the Project Manager in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Project Manager shall review previous determinations and may without being obliged to increase, but shall not decrease, the total extension of time.

Nothing contained in this clause or in Clause 8.5 (Delays caused by authorities) shall be construed as giving a right to the Contractor for receiving increased Costs unless such entitlement to increased Costs are specifically provided for elsewhere in the Contract.

The decision of the Project Manager for application of the above conditions shall be final and binding to the Contractor.

8.5 DELAYS CAUSED BY AUTHORITIES

If the following conditions apply, namely:

- (a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,
- (b) these authorities delay or disrupt the Contractor's work, and
- (c) the delay or disruption was Unforeseeable,

then this delay or disruption will be considered as a cause of delay under sub paragraph (b) of Sub-clause 8.4 [Extension of Time for Completion].

The decision of the Project Manager for application of the above conditions shall be final and binding to the Contractor.

8.6 RATE OF PROGRESS

If, at any time:

- (a) actual progress is too slow to complete within the Time for Completion, and / or
- (b) progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme],

other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Project Manager may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete the Works within the Time for completion.

Unless the Project Manager notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and / or Goods, at the risk and cost of the Contractor. If these revised methods cause the Project Company to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Project Company's Claims] pay these costs to the Project Company, in addition to delay damages (if any) under Sub-Clause 8.7 below. This is without prejudice to right of the Project Company to deduct and recover such amount from progress payment due to the Contractor.

8.7 DELAY DAMAGES

Damages for the delay in completion of the work due to reasons attributable to Contractor after taking into consideration approved extension of time, an amount equivalent to 0.5% of the contract price will be deducted from amount payable for every week's delay not exceeding 5% of contract price.

At the discretion of Project Manager such delay damages may be applicable for intermediate milestones as stated in the construction programme. In the event the contractor has achieved next milestone, the damages imposed or levied on the earlier milestone(s) shall be reversed & paid back to the contractor in subsequent Application for Payment.

8.8 SUSPENSION OF WORK

The Project Manager may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage. If due to suspension arising from the fault of Contractor, if any pecuniary loss has been occurred, the sole and exclusive liability shall be of the Contractor and not the Project Manager/Project Company.

The Project Manager may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 CONSEQUENCES OF SUSPENSION

If the Contractor suffers delay and/or incurs Cost from complying with the Project Manager's instructions under Sub-Clause 8.8 [Suspension of Work] and / or from resuming the work, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the contractor's design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-clause 8.8 [Suspension of Work].

The Contractor shall not be entitled to any revision in item rates in Bill of Quantities post resumption of Works if the suspension is due to obtaining approvals, consents, permissions or orders from authorities, even if obtaining such approvals, consents, permissions or orders is the responsibility of the Project Company or Project Manager.

8.10 PAYMENT FOR PLANT AND MATERIALS IN EVENT OF SUSPENSION

The compensation to the Contractor for the period of suspension exceeding continuous 60 (sixty) days as mentioned in the Sub-Clause 8.9(b) above, shall be decided by the Project Company and shall be included in the Contract Price. The decision of the Project Company in this regard shall be final and conclusive against the Contractor.

8.11 PROLONGED SUSPENSION

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 90 (Ninety) days, the Contractor may request the Project Manager's permission to proceed. If the Project Manager does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Project Manager, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 RESUMPTION OF WORK

After the permission or instruction to proceed is given, the Contractor and the Project Manager shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.

9 TESTS ON COMPLETION AND PRE-COMPLETION INSPECTION

9.1 CONTRACTOR'S OBLIGATION

The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].

The Contractor shall give to the Project Manager not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Project Manager shall instruct.

In considering the results of the Tests on Completion, the Project Manager shall make allowances for the effect of any use of the Works by the Project Company on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on completion, the Contractor shall submit a certified report of the results of these Tests to the Project Manager.

9.2 DELAYED TESTS

If the Tests on Completion are being unduly delayed by the Project Company, Sub-Clause 7.4 [Testing] (fifth paragraph) and / or Sub-clause 10.3 [Interference with Tests on Completion] shall be applicable.

If the Tests on Completion are being unduly delayed by the Contractor, the Project Manager may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The

Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Project Manager.

If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Project Company's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted by the Contractor as accurate.

9.3 RE-TESTING

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Project Manager or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 FAILURE TO PASS TESTS ON COMPLETION

If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Re-testing], the Project Manager shall be entitled to:

- (a) order further repetition of Tests on Completion under sub-Clause 9.3;
- (b) if the failure deprives the Project Company of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be, in which event the Project Company shall have the same remedies as are provided in sub-paragraph (c) of sub-clause 11.4 [Failure to remedy Defects]; or
- (c) issue a Taking-Over Certificate, if the Project Company so requests.

In the event of sub-paragraph (c); the Contractor shall proceed in accordance with all other obligations under the contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Project Company as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Project Company may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under Sub-Clause 2.5 [Project Company's Claims] and Sub-clause 3.5 [Determinations].

9.5 PRE-COMPLETION INSPECTION

Prior to any application for the Taking-Over Certificate, the Contractor shall issue a written request to the Project Company to carry out a joint inspection of the Works with the Contractor. The written request along with necessary supporting documents stating the completion of Works shall be issued at least seven (7) days prior to the commencement of the said joint inspection.

If during the course of the said joint inspection, the Project Company is of the opinion that there is any item of Works or Section, which does not comply with the Contract in any respect and that the same should be made good, remedied or reconstructed before the application of the Taking-Over Certificate, then the Project Manager shall instruct in writing to the Contractor to make good, remedy or reconstruct the same to the satisfaction of the Project Manager and the Contractor's full compliance therewith shall immediately operate as a condition precedent to the application of the Taking-Over Certificate unless the Project Manager expressly agrees to accept (but shall not be bound to) any of the items of Works or Section, specified in the said instructions without their being made good, remedied or reconstructed by the Contractor in such event the Contract Price shall be reduced by any loss of value or otherwise suffered by the Project Company, or by any saving in cost to the Contractor in carrying out the same, whichever is greater.

For the avoidance of doubt, nothing contained in this sub-clause shall be construed as limiting the other powers of the Project Manager under the Contract or as prejudicing the other rights or remedies of the Project Company under the Contract.

10 PROJECT COMPANY'S TAKING OVER

10.1 TAKING OVER OF THE WORKS AND SECTIONS

Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Project Company when (i) the Works have been completed in all respects including the

completion of all the snag list/items identified after Contractor calls for inspection of complete project in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate/Completion Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

The Contractor may apply by notice to the Project Manager for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's and Project Manager's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.

The Project Manager shall, within 15 days after receiving the Contractor's application:

- (a) issue the Taking-Over Certificate to the Contractor, stating the date which the Works or Section were completed in accordance with the Contract; or
- (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

If the Project Manager fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract the Contractor shall issue a communication to the Project Manager with a copy to the Project Company stating that the issuance of Taking Over Certificate is pending and if the Project Manager fails to respond within 15 days of receipt of such communication, the Project Company shall intervene with appropriate measures after verifying the factual position, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

Issue of Taking Over Certificate shall not be construed as certifying that there are no Defects concerning the Works nor shall it absolve the Contractor from liability if any defects concerning the Works are subsequently notified during defects Liability period.

Provided that, without prejudice to the Project Manager's power under Sub-Clause 10.2, if any outstanding works are, in the opinion of the Project Manager, minor works such that:

- (a) they can be completed following the removal of the Contractor's site organisation and major plant or equipment works; and
- (b) there would not be unreasonable disturbance of the Project Company's full enjoyment and occupation of the property,

then upon the Contractor's undertaking in writing in favour of the Project Company to complete such minor outstanding work within such time or times as may be stipulated by the Project Manager, the Project Manager shall only after a due consultation with Project Company can issue a Taking-Over Certificate.

The Taking-Over Certificate when issued shall record the said minor outstanding work by way of a schedule attached to the certificate together:

- (a) with the terms of any agreement with the Contractor for the completion or performance of the said minor outstanding work, and
- (b) with the terms of any agreement as to the withholding and subsequent release of any monies that may otherwise have been payable or will be paid under the terms of the Contract.

10.2 TAKING OVER OF PARTS OF THE WORKS

The Project Manager may, at the sole discretion of the Project Company, issue a Taking-Over Certificate for any part of the Permanent Works.

The Project Company shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Project Manager has issued a Taking-Over Certificate for this part. However, if the Project Company does use any part of the Works before the Taking-Over Certificate is issued:

- (a) The Part which is used shall be deemed to have been taken over as from the date on which it is used,

- (b) The Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Project Company, and
- (c) If requested by the Contractor, the Project Manager shall issue a Taking-Over certificate for this part.

After the Project Manager has issued a Taking-Over Certificate for a part of the Works, the contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Liability Period.

If the Contractor incurs cost as a result of the Project Company taking over and/or using a part of the Works, other than such use as is specified in the contract or agreed by the Contractor, the Contractor shall (i) give notice to the Project Manager and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost.

10.3 INTERFERENCE WITH TESTS ON COMPLETION

If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Project Company shall be deemed to have taken over the works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.

The Project Manager shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Liability Period. The Project Manager shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.

If the Contractor suffers delay and / or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Project Manager and shall be entitled subject to sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price shall be borne by the contractor.

After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

10.4 SURFACES REQUIRING REINSTATEMENT

Except as otherwise stated in a taking-over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11 DEFECTS LIABILITY

11.1 COMPLETION OF OUTSTANDING WORK AND REMEDYING DEFECTS

In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Liability Period as stated in Appendix to Tender or as soon as practicable thereafter, the contractor shall:

- (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, as set out in the Schedule to the Taking-Over Certificate, and
- (b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Project Company on or before the expiry date of the Defects Liability Period for the Works or Section (as the case may be).

If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Project Company. The Defects Liability period shall not be applicable on parts of work. The

Defects Liability period shall start once works are fully completed/functional and handed over satisfactorily to the Project Company.

11.2 COST OF REMEDYING DEFECTS

All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

- (a) any design for which the Contractor is responsible,
- (b) Plant, Materials or workmanship not being in accordance with the Contract, or
- (c) Failure by the contractor to comply with any other obligation.
- (d) any other reason attributable to the Contractor.

11.3 EXTENSION OF DEFECTS LIABILITY PERIOD

The Project Company shall be entitled subject to Sub-Clause 2.5 [Project Company's Claims] to an extension of the Defects Liability Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, the Defects Liability Period shall not be extended by more than two years.

If delivery and / or erection of Plant and / or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-clause 16.1 [Contractor's Entitlement to suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Liability Period for the Plant and / or Materials would otherwise have expired.

11.4 FAILURE TO REMEDY DEFECTS

If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Project Company, on or by which the defect or damages to be remedied. The Contractor shall be given reasonable notice of this date.

If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the contractor under Sub-clause 11.2 [Cost of Remedying Defects], the Project Company may (at his option):

- (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Project Company's Claims] pay to the Project Company the costs incurred at actual by the Project Company in remedying the defect or damage without prejudice to the Project Company's right to claim damages as provided in this Contract or under the Law.
- (b) Require the Project Manager to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations] Reasonable reduction shall mean either any saving in cost obtained by the contractor by failing to remedy the defect or damage or the reduced value of the works to the Project Company or the cost of rectifying, reconstruction or replacement of the Works by methods stipulated or approved by the Project Manager, whichever is the greatest; or
- (c) If the defect or damage deprives the Project Company of substantially the whole benefit of the Works or any major part of the Works, terminate the contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the contract or otherwise, the Project Company shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the site and returning Plant and Materials to the Contractor.

11.5 REMOVAL OF DEFECTIVE WORK

If the defect or damage cannot be remedied expeditiously on the Site and the Project Company gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount

of the Performance Security by the full replacement cost of these items, or to provide other appropriate security as approved by Project Company.

11.6 FURTHER TESTS

If the work of remedying of any defect or damage may affect the performance of the Works. The Project Manager may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 days after the defect or damage is remedied.

These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Contractor, under sub-clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

11.7 RIGHT OF ACCESS

Until the Work Completion Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Project Company's reasonable security restrictions.

11.8 CONTRACTOR TO SEARCH

The Contractor shall, if required by the Project Manager, search for the cause of any defect, under the direction of the Project Manager and shall rectify the same in accordance with the directions of the Project Manager.

11.9 WORK COMPLETION CERTIFICATE

Performance of the Contractor's obligations shall not be considered to have been completed until the Project Manager has issued the Work Completion Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

The Project Manager shall issue the Work Completion Certificate after completion of the work followed by commencement of Defect Liability Period, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Work Completion Certificate shall be issued to the Project Company.

Only the Work Completion Certificate shall be deemed to constitute acceptance of the Works.

11.10 UNFULFILLED OBLIGATIONS

After the Work Completion certificate has been issued, each Party shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 CLEARANCE OF SITE

Upon receiving the Taking-Over Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site at his cost.

If all these items have not been removed within 28 days after the Project Company receives a copy of the Taking-Over Certificate, the Project Company may sell or otherwise dispose of any remaining items. The Project Company shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Project Company's costs, the Contractor shall pay the outstanding balance to the Project Company.

11.12 TEMPORARY REINSTATEMENT

If in connection with the execution of the Works, any highway or other road or way is damaged or otherwise affected and if the permanent reinstatement of such highway or other road or way is to be carried out by persons other than the Contractor, the Contractor shall:

- (a) at his own cost and independently of any requirement of or notice from the Project Manager make good any defects and maintain the temporary reinstatement so made good until:
 - (i) the end of the Defects Liability Period; or
 - (ii) the taking of possession of the Site by the relevant authorities or any other person for the purposes of carrying out permanent reinstatement works; whichever is earlier; and

untill such time as stated in (i) or (ii) above, keep the Project Company indemnified against any loss arising from any damage, loss or expense arising from or in connection with the temporary reinstatement or the Contractor's failure to carry out the temporary reinstatement works.

Where the relevant authorities or any person take possession of the Site as aforesaid in sections or lengths, the responsibility of the Contractor shall cease with respect to such sections or lengths and the indemnity/ies given by the Contractor shall be construed and have effect accordingly.

12 MEASUREMENT AND EVALUATION

12.1 WORKS TO BE MEASURED

In the opinion of the Project Manager or his delegated assistants and if they feel that any part of the Works require measurement for the purpose of;

- (a) evaluation of a Variation in accordance with Sub-Clause 13.3 [Variation Procedure]; or
- (b) computation of the Contract Price of the item(s) of works of which value is included in the Accepted Contract Amount on the basis of approximate quantities; or
- (c) any other provision of the Contract requires measurement for its implementation,

A reasonable notice shall be given to the Contractor's Representative, who shall:

- (a) promptly either attend or send another qualified representative to assist the Project Manager in making the measurement at site and/or from the drawings issued to the Contractor for Works, and
- (b) Supply any particulars requested by the Project Manager.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Project Manager shall be accepted as accurate.

Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Project Manager. The Contractor shall, as and when requested, attend to examine and agree the records with the Project Manager, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

If the Contractor examines and disagrees the records, and / or does not sign them as agreed, then the Contractor shall give notice to the Project Manager of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Project Manager shall review the records and either confirm or vary them. If the Contractor does not so give notice to the Project Manager within 14 days after being requested to examine the records, they shall be accepted as accurate.

12.2 METHOD OF MEASUREMENT

Except as otherwise stated in the Contract and notwithstanding local practice:

- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and
- (b) In addition to other measurement methods elaborated under the technical specifications, the method of measurement shall be in accordance with SP-27: 1987 "Handbook of Method of Measurement of Building Works" and IS: 1200 published by the Bureau of Indian Standards.

12.3 EVALUATION

Except as otherwise stated in the Contract, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or a price for the item.

For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work, However, a new rate or price shall be appropriate for an item of work if:

- (i) the work is instructed under Clause 13 [Variations and Adjustments], and
- (ii) no rate or price is specific in the Contract for this item, and
- (iii) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.

Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in sub-paragraph (a), as applicable only if the preliminaries are priced separately in the relevant document in Schedules and not factored in the item rates stated in Bill of Quantities.

If no rates or prices are relevant for the derivation of a new rate or price, it shall be based on market rates as per the quotations received to the Project Company.

If, and only if, work cannot be evaluated on any of the foregoing bases in second and third paragraphs hereof, then the evaluation shall be based on day work rates in the Contract. If no day work rates are relevant, evaluation shall be based on the cost of necessary Plant, Materials or Goods, labour and any additional equipment necessary for the execution of the works plus percentage of overheads and profits. This percentage shall be deemed to compensate adequately the Contractor in respect of all supervision, the use of Contractor's Equipment, overheads, profit and all other costs incurred in or connected with the execution of the work.

Until such time as an appropriate rate or price is agreed or determined, the Project Manager shall determine a provisional rate or price for the purposes of Interim Payment Certificates.

12.4 OMISSIONS

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- (a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
- (b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- (c) this cost is not deemed to be included in the evaluation of any substituted work;

then the Contractor shall give notice to the Project Manager accordingly, with supporting particulars. Upon receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13 VARIATIONS AND ADJUSTMENTS

13.1 RIGHT TO VARY

Variations may be initiated by the Project Manager at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.

The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Project Manager stating (with supporting particulars) that the Contractor cannot readily obtain the Goods required for the Variation. Upon receiving this notice, the Project Manager shall cancel, confirm or vary the instruction. The Contractor is obligated to give us the variations within 3 days if any change is noticed by Project Company, if the variation is not intimated to the Project Company within this time period then the Contractor's variation shall stand null and void.

Each Variation may include:

- (a) significant changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
- (b) significant changes to the quality and other characteristics of any item of work
- (c) changes to the levels, positions and / or dimensions of any part of the Works,
- (d) omission of work, unless it is to be carried out by others,
- (e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
- (f) changes to the sequence or timing of the execution of the Works.

The Contractor shall not make any alteration and/or modification of the Permanent Works, unless until the Project Manager instructs or approves a Variation.

For the avoidance of doubt, the term "Variation" shall not only include changes as aforesaid but also include the changes which may be designed to alter the use to which the Works will be put, but shall exclude any instruction (which would otherwise be a Variation) which has arisen due to or is necessitated by or is intended to cure any default of or breach of contract by the Contractor.

13.2 VALUE ENGINEERING

The Contractor may, at any time, submit to the Project Manager a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Project Company of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Project Company of the completed Works, or (iv) otherwise be of benefit to the Project Company.

The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].

If a proposal, which is approved by the Project Manager, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

- (a) the Contractor shall design this part,
- (b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and
- (c) if this changes results in a reduction in the contract price of this part, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations]:

13.3 VARIATION PROCEDURE

If the Project Manager requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

- (a) a description of the proposed work to be performed and a programme for its execution,
- (b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and
- (c) the Contractor's proposal for evaluation of the Variation.

The Project Manager shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval as change order, disapproval or comments. The Contractor shall not proceed with any work in absence of a signed change order released by Project Manager on behalf of Project Company.

The Contractor shall not proceed with additional scope of work without prior Approval from Project Company/Project Company's Representative through Project Manager.

Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Project Manager to the Contractor, who shall acknowledge receipt.

Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Project Manager instructs or approves otherwise in accordance with this Clause.

13.4 PAYMENT IN APPLICABLE CURRENCIES

All the payments shall be made in INR (Indian National Rupee).

13.5 PROVISIONAL SUMS

The term Provisional Sums also refers to the Prime Cost Sums or P.C. Sums. Each Provisional Sum shall only be used, in whole or in part, in accordance with the Project Manager's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Project Manager shall have instructed. For each Provisional Sum, the Project Manager may instruct:

- (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and / or
 - (b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Sub-contractors]) or otherwise; and for which there shall be included in the Contract Price:
- (i) the actual amounts paid (or due to be paid) by the Contractor, and
 - (ii) a sum for overhead changes and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule.

The Contractor shall, when required by the Project Manager, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

13.6 DAY-WORK

For work of a minor or incidental nature, the Project Manager may instruct that a Variation shall be executed on a day-work basis. The work shall then be valued in accordance with the Day-work Schedule included in the Contract, and the following procedure shall apply. If a Day-work Schedule is not included in the Contract, this Sub-Clause shall not apply.

Before ordering Goods for the work, the contractor shall submit quotations to the Project Manager. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

Except for any items for which the Day-work Schedule specifies that payment is not due, the Contractor shall deliver each day to the Project Manager accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:

- (a) the names, occupations and time of Contractor's Personnel,
- (b) the identification, type and time of Contractor's Equipment and Temporary Works, and
- (c) the quantities and types of Plant and Materials used.

One copy of each statement will, if correct, or when agreed, be signed by the Project Manager and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Project Manager, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

The Project Company is not liable to pay any escalation or variation on all materials labour fuel plant and equipments used by Contractor for the Works.

14. CONTRACT PRICE AND PAYMENT

14.1 THE CONTRACT PRICE

Unless otherwise stated elsewhere in the Contract:

- (a) the Contract Price shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;
 - (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs;
 - (c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:
- (i) of the Works which the Contractor is required to execute, or
 - (ii) for the purposes of Clause 12 [Measurement and Evaluation]; and

- (d) the Contractor shall submit to the Project Manager, within 60 days in after the Commencement Date mutually agreed stages, a re-measured bill of quantities worked out from drawings and designs issued by Project Manager. Such bill of quantities shall be supported by valid measurement sheets in the format agreed with the Project Manager. The Project Manager may take account of such Bill of Quantities when preparing Payment Certificates, but shall not be bound by it.

The Contract Price shall in no situation exceed the Accepted Contract Amount unless there has been an increase in Cost in accordance with the conditions contained in this Contract.

14.2 ADVANCE PAYMENT

The Project Company shall make an advance payment, as an interest-free loan for mobilization (10% of Contract Value), when the Contractor submits an irrevocable, unequivocal, single and unconditional Bank Guarantee for an equivalent amount as per the format enclosed in Tender in accordance with this Sub-Clause. The total advance payment, the number and timing of installments (if more than one), and proportions, shall be as stated in the Appendix to Tender.

Unless and until the Project Company receives this bank guarantee, or if the total advance payment is not stated in the Appendix to Tender, this Sub-clause shall not apply.

The Project Manager shall issue an Interim Payment Certificate for the first installment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Project Company receives (i) the Performance Guarantee in accordance with Sub-clause 4.2 [Performance Guarantee] and (ii) a bank guarantee in amounts and currencies equal to the advance payment. This bank guarantee shall be issued by a nationalized or schedule "A" bank rated by Reserve Bank of India and approved by the Project Company, and shall be in the form as per Appendix A attached to the tender document.

The Contractor shall ensure that the bank guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the bank guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall immediately extend the validity of the guarantee until the advance payment has been fully repaid. If the Contractor fails to extend the validity of such bank guarantee as stated above then Contractor hereby signing this Contract, gives an unconditional and irrevocable authority to the Project Company to invoke this bank guarantee without any prior notice to the Contractor and he shall not raise any objection and have no claim whatsoever against any such action of Project Company.

The advance payment shall be deducted on pro-rata basis at the percentage stated in Appendix to Tender in Payment Certificates. Total advance payment shall be recovered when value of works certified in payment certificate reaches 85% of the Accepted Contract Amount.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the works or prior to termination under Clause 15 [Termination by Project Company], Clause 16 [Suspension and Termination by Contractor] or clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Project Company and Project Company shall be entitled to immediately adjust the same from the balance payment due to the Contractor.

14.3 APPLICATION FOR INTERIM PAYMENT CERTIFICATES

The Contractor shall submit a Draft Application for Payment in two copies to the Project Manager on 1st week of each month for the work period of previous month, in form approved by the Project Manager, showing in detail the amounts to which the Contractor considers himself to be entitled not less than 10% of total contract value, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

The Draft Application for Payment shall include the following items, as applicable, which shall be, in the sequence listed:

- (a) the estimated contract price of the Works executed and the Contractor's Documents produced up to the 1st day of month from last day of same month (including Variations but excluding items described in sub-paragraphs (b) to (g) below;
- (b) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Appendix to Tender to the total of the above amounts, until the amount so retained by the Project Company reaches the limit of retention Money (if any) stated in the Appendix to Tender;
- (c) any amounts to be added and deducted for the advance payment and repayments in accordance with Sub-Clause 14.2 [Advance Payments];
- (d) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Advance Payment for Plant and Materials intended for the works];
- (e) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
- (f) the deduction of amounts certified in all previous Payment Certificates.
- (g) Add Statement showing claim for payment/recovery towards variation in basic rate items as specified in Schedule A.
- (h) All Applications for Payment shall be deemed to have been submitted to the Project Manager only after joint measurements (if required) are certified. In case joint measurement is not needed and the payment is made as per the dimensions on the drawings, the bills will be deemed to have submitted only after a joint preliminary check has been done and accepted.
- (i) Undertaking stating compliance with all applicable laws including Labour Regulations as per Appendix as amended by Project Company from time to time and as per any other formats provided by the Project Company from time to time.

On approval from Project Manager to the draft Application for Payment as detailed above, Contractor shall submit the Application for Payment with all necessary supporting documents as stated above on last day of each month and it should be compulsorily having the details as per Rule 4A of Service Tax Rules 1994.

14.4 SCHEDULE OF PAYMENTS

The Contractor shall submit a program of the various activities of the project with milestone along with specific dates of completion of vital activities indicating the percentage of payments to be released on completion of each milestone duly certified by the Project Manager. This shall be discussed and mutually agreed between the Project Company and Contractor before acceptance of the Contract.

14.5 ADVANCE PAYMENT FOR PLANT AND MATERIALS INTENDED FOR THE WORKS

If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3 (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of sub-Clause 14.3 [Application for Interim Payment Certificates].

If the lists referred to in sub-paragraphs (b) (i) below are not included in the Appendix to Tender, this Sub-Clause shall not apply.

The Project Manager shall determine and certify each addition if the following conditions are satisfied:

- (a) the Contractor has:
 - (i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
 - (ii) submitted a Application for Payment of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;
- (b) the relevant Plant and Materials
 - (i) are those listed in the Appendix to Tender for payment when delivered to the Site, and
 - (ii) have been delivered to and are properly stored on the site, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract.

The additional amount to be certified shall be the equivalent of seventy percent of the Project Manager's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-clause and of the contract value of the Plant and

Materials. Payment against Plant & Machineries advance will be made only after agreed by MWCJ Project Manager or authorized representative of MWCJ or else it will be not allowed.

14.6 ISSUE OF INTERIM PAYMENT CERTIFICATES

No amount will be certified or paid until the Project Company has received and approved the Performance Guarantee. Thereafter, the Project Manager shall, within 21 days after receiving an Application for Payment and supporting documents, issue to the Project Company an Interim Payment certificate which shall state the amount which the Project Manager fairly determines to be due, with supporting particulars.

However, prior to issuing the Taking-Over Certificate for the Works, the Project Manager shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the Appendix to Tender. In this event, the Project Manager shall give notice to the Contractor accordingly.

An Interim Payment Certificate shall not be withheld for any other reason, although:

- (a) if in the opinion of Project Manager anything supplied or work done by the Contractor is not in accordance with the contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and / or
- (b) if in the opinion of Project Manager the Contractor was or is failing to perform any work or obligation in accordance with the contract, and had been so notified by the Project Manager, the value of this work or obligation has been performed.

The Project Manager may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Project Manager's acceptance, approval, consent or satisfaction.

14.7 PAYMENT

The Project Company shall pay to the Contractor in accordance with Sub-Clause 14.14 [Disbursement of Payment] if it is in operation:

- (a) the first installment of the advance payment within 42 days after issuing the Letter of Acceptance or within 21 days after receiving the documents and Sub-clause 14.2 [Advance Payment], and Insurance policies as per Sub-Clause 18 [Insurance] whichever is later;
- (b) the amount certified in each Interim Payment Certificate within 30 days after the Project Manager accepts the Application for Payment and supporting documents as stated in Sub-Clause 14.3 [Application for Interim Payment Certificates]; and
 - (i) An Ad-hoc Payment of 60% of the net payable amount of the Interim Application for Payment submitted taking into account all recoveries, advance payment, material advance, taxes etc. shall be made not later than 10 (Ten) days from acceptance of the Application for Payment by the Project Manager. The submission of the draft Application for Payment shall not be deemed as an acceptance. The said amount shall be paid to the Contractor.
 - (ii) In case the amount claimed in any of the Application for Payment submitted by the Contractor is in excess of the finally certified amount by the Project Manager by more than 10% then the facility of ad-hoc payment may be withdrawn from the subsequent interim payment certificates."
 - (iii) Payment for remaining amount of the Interim Payment Certificate after deducting Ad-hoc payment made as stated in (i) above, shall be made within 21 (Twenty one) days after receipt of the Payment Certificate by the Project Company from Project Manager. The certification of interim bills shall be done within 21 (Twenty one) days after acceptance of the Application of Payment by Project Manager.
- (c) the amount certified in the Final Payment Certificate and Certificate at Completion within 60 days after the Project Company receives this Payment Certificate.

14.8 PAYMENT OF RETENTION MONEY (TO BE RELEASED IN FULL AFTER DLP)

Promptly after the issuance of the Performance Certificate and after submitting full compliance documents, the Retention Money (@ 5%) in the form of Cash retention shall be certified by the Project Manager for release/payment to the Contractor.

However, if any work remains to be executed under Clause 11 [Defects Liability], the Project Manager shall be entitled to withhold certification of the estimated cost of this work until it has been executed.

14.9 APPLICATION FOR PAYMENT AND PAYMENT AT COMPLETION

Within 28 days after receiving the Taking-Over Certificate for the Works, the contractor shall submit to the Project Manager three copies of an Application for Payment at completion with supporting documents, in accordance with Sub-clause 14.3 [Application for Interim Payment Certificates], showing:

- (a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the works;
- (b) any further sums which the contractor considers to be due, and
- (c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

When submitting the Application for Payment at Completion, the Contractor shall submit a written discharge which confirms that the total of the Application for Payment at Completion represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the contractor has received the Performance Guarantee, Retention Money and the outstanding balance of this total, in which event the discharge shall be effective on such date. Such written discharge shall be submitted as per proforma annexed to this Contract.

The Project Manager shall then certify Payment at Completion as stated below.

The Project manager will, within 45 (Forty Five) days after the Contractor has submitted the Application for Payment at Completion as stated above and has satisfied all the Project Company's requirements of the contract, indicate in writing his approval of payment or will return the application to the Contractor within 15 (fifteen) days indicating in writing his reasons for refusing to approve final account, in which case the Contractor shall make the necessary corrections and resubmit the application.

The Project Company within 28 (Twenty Eight) days from receipt of Certificate from Project manager under Sub-Clause 14.6 will [Issue of Payment Certificates at Completion] pay the Contractor the amount due less, the unsatisfied liens, after all the reconciliation of material, advances etc. has been completed, unless a longer period of time is prescribed by law or required for the lawful filing and publishing of notices of completion. Appropriate deductions as required by law shall be made for taxes duties; royalties etc. from the payment due to the Contractor.

14.10 APPLICATION FOR FINAL PAYMENT CERTIFICATE

Within 15 days after receiving the work completion Certificate, the Contractor shall submit, to the Project Manager, three copies of a draft final Application for Payment with supporting documents showing in detail in a form approved by the Project Manager:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Project Manager disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Project Manager may reasonably require and shall make such charges in the draft as may be agreed between them. The contractor shall then prepare and submit to the Project Manager the final statement as agreed. This agreed statement is referred to in these conditions as the "Final Statement".

However if, following discussions between the Project Manager and the contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Project Manager shall deliver to the Project Company (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.2 [Amicable Settlement] or 20.3 [Arbitration], the Contractor shall

then prepare and submit to the Project Company (with a copy to the Project Manager) a Final Statement.

14.11 DISCHARGE

When submitting the Final Statement, the Contractor shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the contractor has received the outstanding balance of this total, in which event the discharge shall be effective on such date. Such written discharge shall be submitted as per proforma annexed to this Contract.

14.12 ISSUE OF FINAL PAYMENT CERTIFICATE

Within 28 days after receiving the Final Application for Payment and written discharge in accordance with Sub-Clause 14.10 [Application for Final Payment Certificate] and Sub-Clause 14.11 [Discharge], the Project Manager shall issue, to the Project Company, the Final Payment Certificate which shall state:

- (a) the amount which is finally due, and
- (b) after giving credit to the Project Company for all amounts previously paid by the Project Company and for all sums to which the Project Company is entitled, the balance (if any) due from the Project Company to the Contractor or from the Contractor to the Project Company, as the case may be.

If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.10 [Application for Final Payment Certificate] and Sub-Clause 14.11 [Discharge], the Project Manager shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Project Manager shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.13 CESSATION OF PROJECT COMPANY'S LIABILITY

The Project Company shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

- (a) in the final statement and also
- (b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].

14.14 DISBURSEMENT OF PAYMENT

Along with submission of the invoice for progress payment, the Contractor shall also submit a declaration, clearly stating that all the payments due to the Contractors vendors/ suppliers for the Works and subcontractors including the labour contractors engaged for the Works have been made for the period starting 60 days previous to the date of invoice and ending 30 days previous to the date of invoice. The aforesaid declaration shall cover the following payments but shall not be limited to the same.

1. Salaries of Contractors employees engaged for the Works
2. Payments to the subcontractors and labour contractors for the period stated above.
3. Payment to all the suppliers and vendors for the Works.
4. All the statutory payments towards Income Tax, GST, etc.

In case the Project Company wants to see the documentary evidence for all or any of the above, the Contractor shall produce the same without delay.

In case the Contractor fails to submit such a declaration consecutively for two progress payments then the procedure enlisted in the following paragraph shall come in effect without any further representation on the issue.

The Contractor will open an Escrow account in a nationalized/Schedule A bank of the Project Company's choice. The Contractor shall enter into an Escrow agreement as per the proforma annexed to the Contract. This Escrow account will be for the sole purpose of the Works only. This Escrow bank account shall be operated under control of the Project Company. The Contractor by

signing this contract confirms his concurrence to facilitate the opening and operating this account. The Contractor shall not deposit any money in this account for any purpose whatsoever without the written permission of the Project Company. Any deviation will be held as a breach of this Contract. The purpose for this arrangement is to ensure smooth payments to the suppliers/vendors/subcontractors. The Project Company is not liable for any claims or lien or any dispute that the Contractor may have to face from a supplier/vendor/ or a subcontractor. This is only an arrangement and by signing this Contract, the Contractor agrees that the Project Company is in no way liable for any payment or shortfall of payment to any of the suppliers / vendors or subcontractors. On approval of the progress payment, the Contractor shall receive a part of the approved payment in this account. The suppliers / vendors or sub-contractors shall be paid through this account. Notwithstanding this method of payment, no Project Company employee relationship will be deemed to have been created between the subcontractors and the Project Company. Cost for opening and operating this Escrow Account shall be fully borne and paid by the Contractor.

14.15 PROJECT COMPANY'S FINAL STATEMENT

The Project Manager may (but shall not be bound to) proceed to prepare the Final Application for Payment and issue the Final Payment Certificate if the Contractor fails to submit the draft final Application for Payment under Sub-Clause 14.11 after 28 days from the date of his receipt of the Project Manager's notice requiring him to submit the same. The Final Application for Payment prepared by the Project Manager under this Sub-Clause shall in the absence of any written objection by the Contractor with 28 days from the date of its receipt by the Contractor be deemed to be final and conclusive.

14.16 WITHHOLDING OF PAYMENTS

The Project Manager may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Project Company from loss on account of including but not limited to the following:

- Defective work not remedied by the Contractor.
- Failure of the Contractor to make payments properly and regularly to its own workers, to its Sub-Contractors, to its suppliers.
- Damage by the Contractor to the work of other contractors, Sub-Contractors or Vendors.
- A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
- A reasonable doubt that the Contractor intends to leave work items incomplete.
- Failure of the Contractor to execute the Works in conformity with the Contract Documents.
- Failure of the Contractor to meet or keep-up with the Approved Construction Programme.
- Failure of the Contractor to comply with and fulfill all contractual obligations and liabilities stipulated in the Contract.
- Failure of the Contractor to produce clear and correct compliance documents with relation to statutory norms, rules, regulations etc.

15 TERMINATION BY PROJECT COMPANY

15.1 NOTICE TO CORRECT

If the Contractor fails to carry out any obligation under the Contract, the Project Manager may by notice require the failure and to remedy it within a specified reasonable time.

15.2 TERMINATION BY PROJECT COMPANY

The Project Company shall be entitled to terminate the Contract at any point of time if the Contractor:

- (a) fails to comply with his obligations as per Sub-Clause 4.2 [Performance Guarantee] or with a notice under Sub-Clause 15.1 [Notice to Correct],
- (b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- (c) without reasonable excuse fails:
 - (i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
 - (ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 28 days after receiving it,
- (d) subcontracts the whole of the Works or assigns the Contract without the required agreement without taking the prior approval from the Project Company,
- (e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events, or
- (f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity commission or other thing of value, as an inducement or reward:
 - (i) for doing or forbearing to do any action in relation to the Contract, or
 - (ii) for showing or forbearing to show favour or dis favour to any person in relation to the Contract,

or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f) However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.

Without prejudice to the rights and remedies available to the Project Company under this Agreement or law, the Project Company may at any point of time terminate this Agreement upon happening of any one or more of the following events:

- (g) Contractor commits a breach of all or any of the terms of this Agreement or fails or neglects to observe or commits or allows to be committed any breach of the terms, conditions provision, representation warranties, covenants or stipulations of this Agreement.
- (h) Contractor discontinues its business by whatsoever reasons.
- (i) Contractor is dissolved or liquidated or any petition is filed against the contractor for the same, makes a general assignment for the benefit of its creditors, or files or has filed against it, a petition in Bankruptcy or has a receiver appointed for a substantial part of its assets.
- (j) If any of the representations made by Contractor are found to be false or wrong.
- (k) If Contractor does or suffers any act or thing or omits to do or suffers to be done any act, thing, deed or matter whereof in the consequence of which the business of the Project Company may be or is likely to suffer.
- (l) If Contractor acts beyond the scope of this Agreement or is suspected or falsifying records or;
- (m) If the Contractor by its act of omission or commission given to the Project Company reasonable ground to consider that its rights may; be prejudiced or jeopardized.
- (n) fails to comply with Sub-Clause 6.12 [Workmen],
- (o) non-compliance of documents.

In any of these events or circumstances, the Project Company may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f), the Project Company may by notice terminate the Contract immediately.

The Project Company's election to terminate the Contract shall not prejudice any other rights of the Project Company, under the Contract or otherwise.

The Contractor shall then leave the Site and deliver any required goods, all Contractor's Documents and other design documents made by or for him, to the Project Manager. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment or novation of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

After termination, the Project Company may complete the Works and / or arrange for any other entities to do so. The Project Company and these entities may then use any Goods, Contractor's documents and other design documents made by or on behalf of the Contractor.

The Project Company shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Project Company, these items may be sold by the Project Company on the terms and conditions which Project Company may deem fit in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

15.3 VALUATION AT DATE OF TERMINATION

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Project Company] has taken effect, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works. Goods and Contractor's Documents and any other sums due to the Contractor for work executed in accordance with the Contract.

15.4 PAYMENT AFTER TERMINATION

After a notice of termination under Sub-Clause 15.2 [Termination by Project Company], has taken effect, the Project Company may:

- (a) proceed in accordance with Sub-Clause 2.5 [Project Company's claims],
- (b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Project Company, have been established, and /or
- (c) recover from the Contractor any losses and damages incurred by the Project Company and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Project Company shall pay balance to the Contractor.

15.5 PROJECT COMPANY'S ENTITLEMENT TO TERMINATION

Notwithstanding with anything contained in this contract, in case at any point of time after the issue of Letter of Acceptance, the Project Company shall for any reason whatsoever not require the whole or part of the Works to be carried out by the Contractor or intend to terminate this Contract for any other reason whatsoever, the Project Company shall give notice in writing of the fact to the Contractor without assigning any reason to foreclose and/or terminate the Works within 45 days of receipt of such notice, who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage, which he might have derived from execution of the Work in full but which he did not derive in consequence of the foreclosing of the Work. The Contractor shall be paid at Contract Rates for the portion of Work executed including such additional works e.g. clearing of the Site, etc. as may be rendered necessary by the said foreclosing. The Contractor shall also be allowed a reasonable payment for any expenses sustained on account of labour, materials, Contractor's Equipment collected but which could not be utilized on the Works as verified by the Project Company and certified by him. Upon such foreclosure Project Company shall be at absolute liberty and entitled to carry remaining work through any other Contractor or in any other manner as Project Company deems fit.

Upon such termination or foreclosure of the contract the Contractor shall have no interest or right of any nature in the Works and he shall not create any impediment to the other/ new Contractor or the Project Company in carrying out the balance Works.

15.6 APPOINTMENT OF NEW CONTRACTOR AFTER TERMINATION

If the termination of this contract takes place in accordance with Sub-Clause 15.2; and Project Company appoints a new contractor at the price solely negotiated by Project Company following a competitive bidding process.

Any difference in contract price finalized with the new contractor and that of this contract shall be borne and paid by the Contractor or adjusted from the payment to be made to the Contractor in accordance with Sub-Clause 15.3 & 15.4.

16 SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 CONTRACTOR'S ENTITLEMENT TO SUSPEND WORK

Only, if the Project Company fails to comply with Sub-Clause 14.7 [Payment], the Contractor may, after giving not less than 45 days' notice to the Project Company, suspend work unless and until the Contractor has received the Payment certificate, reasonable evidence or payment, as the case may be and as described in the notice.

If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

If the Contractor suffers delay and / or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

16.2 TERMINATION BY CONTRACTOR

The Contractor shall be entitled to terminate the Contract if:

- (a) the Project Company substantially fails to perform his obligations under the Contract,
- (b) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
- (c) the Project Company becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

In any of these events or circumstances, the Contractor may, upon giving 45 days' notice to the Project Company, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

16.3 CESSATION OF WORK AND REMOVAL OF CONTRACTOR'S EQUIPMENT

After a notice of termination under Sub-Clause 15.5 [Project Company's Entitlement to Termination], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- (a) cease all further work, except for such work as may have been instructed by the Project Manager for the protection of life or property or for the safety of the works,
- (b) hand over Contractor's documents, Plant, Materials and other work, for which the Contractor has received payment, and
- (c) remove all other Goods from the Site, except as necessary for safety, and leave the Site at his own cost.

16.4 PAYMENT ON TERMINATION

After a notice of termination under Sub-Clause 16.2 [Termination by contractor] has taken effect, the Project Company shall promptly:

- (a) return the Performance Security to the Contractor,
- (b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release],

17 RISK AND RESPONSIBILITY

17.1 INDEMNITIES

The Contractor shall indemnify and keep indemnified and hold harmless the Project Company till issuance of Performance Certificate, the Project Company's Personnel, and their respective agents

up to a maximum amount of the contract value, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the contract by the Project Company, the Project Company's Personnel, or any of their respective agents, and
- (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:
 - (i) arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, and
 - (ii) is attributable to any negligence, willful act or breach of the Contract by the Contractor, the Contractor's Personnel, their respective agents; or anyone directly or indirectly employed by any of them.

17.2 CONTRACTOR'S CARE OF THE WORKS

The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Project Company. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Project Company.

After responsibility has accordingly passed to the Project Company, the Contractor shall take responsibility for the care of any work which is outstanding work has been completed.

If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Project Company's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

The contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

17.3 PROJECT COMPANY'S RISKS

The risks referred to in Sub-Clause 17.4 below are:

- (a) use or occupation by the Project Company of any part of the Permanent Works, except as may be specified in the Contract,
- (b) design of any part of the Works by the Project Company's Personnel or by others for whom the Project Company is responsible,

17.4 CONSEQUENCES OF PROJECT COMPANY'S RISKS

If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's documents, the Contractor shall promptly give notice to the Project Manager and shall rectify this loss or damage to the extent required by the Project Manager.

If the Contractor suffers delay and / or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of time for Completion], and
- (b) Payment of any such Cost, which shall be included in the contract Price.

After receiving this further notice, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

17.5 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.

Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

The Contractor shall bear the cost arising from any claim alleging an infringement which is or was:

- (a) result of the Contractor's compliance with the Contract, unless the Contractor was aware or with reasonable diligence ought to have become aware that the same would result in an infringement, or
- (b) a result of any Works being used by the Project Company:
 - (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
 - (ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

The Contractor shall indemnify and hold the Project Company harmless against and from any other claim up to a maximum contract value which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.

17.6 LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract unless specifically provided for.

The total liability of the Contractor to the Project Company, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Equipment and Free-Issue Material], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum up to 25% of the Accepted Contract Amount.

This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

18 INSURANCE

18.1 GENERAL REQUIREMENTS FOR INSURANCES

In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Project Company. These terms shall be consistent with any terms agreed by both parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

Wherever the Project Company is the insuring Party, each insurance shall be effected with insurers and in terms consistent with the details annexed to the Contract conditions.

If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the contractor shall act under the policy on behalf of these additional joint insured except that the Project Company shall act for Project Company's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the

insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

The relevant insuring party shall, before the commencement of any work on Site, submit to the other Party:

- (a) evidence that the insurances described in this Clause have been effected and
- (b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

Project Company shall procure the Insurances as listed under Appendix To Tender. The Contractor shall be liable to take all other Insurances in the manner and to the extent specified in Clause 18 and Appendix to Tender.

When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Project Manager.

Each party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with this Clause.

Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party

If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the contract Price shall be adjusted accordingly.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Project Company, under the other terms of the contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and / or the Project Company in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.

Payments by one party to the other Party shall be subject to Sub-Clause 2.5 [Project Company's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.

18.2 INSURANCE FOR WORKS AND CONTRACTOR'S EQUIPMENT

The insuring party shall insure the Works, Plant, Equipments, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the Commencement Date, until the date of issue of the Taking-Over Certificate for the Works. Contractor's All Risk (CAR) insurance if procured by Project Company will not cover Plant, Equipment, Materials and Documents of Contractor and the Contractor shall solely be responsible for the same.

The Contractor shall maintain this insurance to provide cover until the date of issue of the Work Completion certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).

The Contractor shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

Unless otherwise stated in the Contract Conditions, insurances under this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated between the Parties for the sole purpose of rectifying the loss or damage,
- (c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Project Company's Risks],
- (d) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Project Company of another part of the Works, and loss or damage from the risks listed in sub-paragraph, (g) of Sub-Clause 17.3 [Project Company's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the appendix to tender (if an amount is not so stated, this sub-paragraph (d) shall not apply), and
- (e) may however exclude loss of, damage of, and reinstatement of:
 - (i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
 - (iii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,

18.3 INSURANCE AGAINST INJURY TO PERSONS AND DAMAGE TO PROPERTY

The Contractor shall insure against each party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

This insurance shall be for a limit per occurrence of not less than the amount stated in the Appendix to Tender, with no limit on the number of occurrences. If an amount is not stated in the Appendix to Tender, this Sub-Clause shall not apply.

Unless otherwise stated in the Contract conditions, the insurances specified in this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be in the joint names of the Parties,
- (c) shall be extended to cover liability for all loss and damage to the Project Company's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
- (d) may however exclude liability to the extent that it arises from:
 - (i) the Project Company's right to have the Permanent Works executed, over, under, in or through any land, and to occupy this land for the Permanent Works,
 - (ii) a cause listed in Sub-Clause 17.3 [Project Company's Risks], except to the extent that cover is available at commercially reasonable terms.

18.4 INSURANCE FOR CONTRACTOR'S PERSONNEL

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

The Project Company and the Project Manager shall also be indemnified by the Contractor under the policy of insurance or otherwise, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Project Company or of the Project Company's Personnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a subcontractor's employees, the insurance may be

effected by the Subcontractor, but the Contractor shall be primarily responsible for compliance with this Clause.

The insurance policy effected by the Contractor under this sub-clause shall be endorsed to include as jointly insured with the Contractor, the Project Company as Principal. The policy shall be further endorsed to extend cover to all workers upon the site including those who are not statutorily required to be insured under the Workmen's Compensation Act or any other applicable laws and must be sufficient and adequate to meet any claim arising out of or in the course of or by reason of the carrying out of the works.

The Contractor shall also indemnify and keep the Project Company indemnified till issuance of performance certificate against all claims, losses and damages which may be upon the Project Company, whether under the Workmen's Compensation Act 1923 or any other applicable Laws, during the duration of this Contract or in respect of any employee of the Contractor or Subcontractor and shall at his own expense effect and maintain until the end of the Defect Liability Period, with an insurance company, approved by the Project Company, a policy of insurance against such risks and deposit such policy or policies with the Project Company from time to time during the duration of this Contract.

19 FORCE MAJEURE

19.1 DEFINITION OF FORCE MAJEURE

In this Clause, "Force Majeure" means an exceptional event or circumstance:

- (a) which is beyond a Party's control,
- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, terrorism, revolution, insurrection, military or usurped power, of civil war,
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Sub-contractors,
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 NOTICE OF FORCE MAJEURE

If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either party to make payments to the other party or to recover from the other party under the contract.

19.3 DUTY TO MINIMISE DELAY

Each party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

19.4 CONSEQUENCES OF FORCE MAJEURE

If the contractor is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) Neither party shall claim for payment of cost incurred or arising from the consequences of Force Majeure except for those incidences covered under CAR Insurance policy.

Under the terms of this CAR policy, the Contractor shall prepare and forward all such claims to the insurance company and all such claims shall be directly covered / payable by the insurance company to the Contractor

After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

19.5 FORCE MAJEURE AFFECTING SUBCONTRACTOR

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

19.6 OPTIONAL TERMINATION, PAYMENT AND RELEASE

If the execution of substantially all the works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate which shall include:

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Project Company when paid for by the Project Company, and the Contractor shall place the same at the Project Company's disposal;
- (c) any other Cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works;
- (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- (e) the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.

19.7 RELEASE FROM PERFORMANCE UNDER THE LAW

Notwithstanding any other provision of this clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Project Company to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. CLAIM, DISPUTES AND ARBITRATION

20.1 CONTRACTOR'S CLAIMS

If the Contractor considers himself to be entitled to any extension of the Time for Completion and / or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Project Company shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Project Company's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and / or instruct the contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and / or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and / or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the contractor and approved by the Project Manager.

Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.

Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

The Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of time for Completion], and / or (ii) the additional payment (if any) to which the contractor is entitled under the contract.

The requirements of this Sub-Clauses are in addition to those of any other Sub-Clause which may apply to a claim. If the contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and / or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

20.2 AMICABLE SETTLEMENT

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Project Manager, either Party may refer the dispute through notice in writing to the Senior Management of the other party for its amicable settlement with copy to the Project Manager. Such notice shall clearly state that it is given under this Sub-Clause. Upon receipt of such notice by the other party both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the forty second day after the day on which such notice was received by the other party, even if no attempt at amicable settlement has been made.

20.3 ARBITRATION

All disputes and differences, failing amicable settlement under Sub-Clause 20.5 [Amicable Settlement] of GCC, shall be resolved through arbitration by a sole arbitrator appointed mutually by both the Parties and if both the Parties fail to mutually agree on the name of the Arbitrator then either party can approach the High Court for appointment of the sole arbitrator under Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, and/or statutory modifications thereof. The arbitration award shall be final and binding on the parties. The venue of Arbitration proceedings shall be Jaipur, Rajasthan, India and language of the proceedings shall be in English. The seat of the Arbitration shall be exclusively in Jaipur, Rajasthan, India.

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

The Arbitrators shall make his or their award within six months (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings both the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the arbitrators.

Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be borne and paid by both the parties equally. The cost of the attorneys and cost incidental thereto shall be borne and paid by the concerned party alone. This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

Notwithstanding anything contained in this clause and/or in the Contract the work under the Contract shall continue under any circumstances, during the arbitration proceedings and no payment due to the Contractor shall be withheld on account of such proceeding under progress.

No award of the Arbitrators shall relieve the Contractor of his obligations to adhere strictly to the Project Manager's instructions with regard to the works.

The Arbitrator shall give his award separately on each item with reason and costs. The award of the Arbitrators shall be final, conclusive and binding on all parties.

The Project Company and the Contractor hereby shall also agree that arbitration under this clause shall be a condition precedent before referring any disputes and differences except appointment of Arbitrator to any other authority/Courts of Law. The provisions of this clause shall survive the expiry or sooner termination of his Contract.

20.4 CONTINUATION OF WORK DURING DISPUTE

Provided always that the Project Company shall not withhold the payment for an Interim Bill after the issuance of an Interim Certificate by the Project Manager which shall be judged on the reasonable grounds. The Contractor except with the consent in writing of the Project Company shall in any way delay the carrying out of the Works by reason of any such matters, question or dispute being referred to arbitration but shall proceed with the Work with all due diligence and shall, until completion of arbitration proceedings, relieve the Contractor of his obligations to adhere strictly to the Project Company's instructions with regard to the actual carrying out of the Works. The Work

shall however be undertaken as per time scheduled, independent of such exigencies unless the Project Company desires otherwise.

21 NO PARTNERSHIP

The Parties agree that this Agreement is on a principal to principal basis and does not create or constitute, a partnership, agency, trust or other similar arrangement and this Contract is not to be construed as creating any such partnership, agency, trust or other similar arrangement.

Unless otherwise expressly stated in this Contract, neither party has the authority to act for, or incur any obligation on behalf of, the other party.

22 WAIVER AND EXERCISE OF RIGHTS

A waiver of a provision or of a right arising under this Contract must be given in writing signed by the party or an authorised officer of the party granting the waiver for it to constitute a valid waiver. A waiver is effective only in the specific instance and for the specific purpose for which it is given.

A single or partial exercise of a right by a party does not preclude another or further exercise or attempted exercise of that right or the exercise of another right.

Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

23 RIGHTS CUMULATIVE

The rights, remedies and powers of the Parties under this Contract are cumulative and not exclusive of any rights, remedies or powers provided to the Parties by law.

24 DECLARATION AGAINST WAIVER

The condonation by the Project Company of any breach or breaches by the Contractor or a sub-contractor of any of the stipulations and conditions contained in the Contract shall in no way prejudice or affect or be construed as a waiver of the Project Company's rights, powers and remedies under the Contract in respect of any breach or breaches aforesaid.

25 TITLE AND INTELLECTUAL PROPERTY RIGHTS

Project Company shall retain its Intellectual Property Rights in any program, data, software, hardware or other material which constitute proprietary items of the Project Company and which are submitted by Project Company to the Contractor for the provision of the services under the Agreement, with respect to which no right, title or interest will be transferred or be deemed to be transferred from Project Company to the Contractor.

26 NON-ASSIGNMENT

The Contractor shall itself perform its obligation under this Contract and shall not assign, transfer or sub-contract any of its rights and obligations under this Contract except with prior written permission of Project Company. Project Company shall be entitled to assign/transfer its rights and benefits under this Contract.

27 NOTICES

All notices to be given pursuant to the provisions of this Contract shall be sent to the parties at the following address:

The Contractor:
Tel: No:
Fax:
Email
Kind Attn:

If to Project Company:
Address

Tel: No:
Fax:
Email:
Kind Attn:

28. Miscellaneous Conditions

28.1 Description Of The Works

The Works comprise as defined in General Conditions and further specified in **Annexure A** necessary for the construction, completion and remedying defects of the (Name of Project). The works shall be all as hereinafter described and as shown in the drawings including all incidental and minor works as may be necessary for the proper execution of the Works, whether or not such Works as specifically called for in the Specifications and Drawings.

Drawings showing the overall dimensions and sizes relating to the Works are supplied with the tender documents.

The Contractor shall study the tender drawings and tender documents and satisfy himself as to the full extent, character and nature of the Works.

28.2 Site and Access

The Site of the Works is situated at (specify location and address of site).
The actual confines of the Site are as shown on drawings.

If the Contractor wishes to erect scaffolding or otherwise make use of adjoining land or its airspace, he shall serve notices, obtain permissions and clear away and make good any damage at his own expense and pay all costs in connection therewith.

Allow for complying with traffic regulations.

The Contractor is advised to visit the Site and fully acquaint himself as to the nature, extent and practicability of the Works. He shall include in his tender for any costs in respect of availability or lack of access, working space, storage space, accommodation for labour and staff, the nature of the ground, the proximity of adjoining structures and roads, the local regulations regarding the obstruction of public highways and any other limitations imposed by the Site and its surroundings.

Before commencing work, the Contractor shall check the actual levels against those shown on the drawings and in the event of any discrepancy, shall immediately notify the Project Manager.

Sand, stone or other building materials obtained from the Site shall become the property of the Company, Contractor may, subject to the written approval of the Project Manager, use them in the Works. Excavations are not to be made or enlarged for the purpose of obtaining such materials.

28.3 Other works in progress

The Contractor is to note that other Contractors are/will be carrying out construction works under separate contracts with the Developer. These may include:

- (Enlist the ongoing works at site if any)

The Contractor shall co-ordinate and organize his work and liaise closely with the other parties extending all necessary co-operation and assistance and providing suitable access where necessary.

No claims of whatsoever nature for time and/or cost arising there from will be admitted.

28.4 Other Contractor/s directly appointed by the Developer

Other Contractor/s will be carrying out and completing their respective specialist items and works under separate contractual arrangements with the Developer.

These Contractors will commence their works as per Developer's master schedule after the commencement of Works.

Such handing over of part or parts of the Works will not constitute Taking-Over or Taking over of Sections or Parts within the meaning of the Conditions of Contract. This is to say that such possession will not involve the issue of a Taking-Over Certificate nor will it relieve the Contractor of any of his obligations with regard to liquidated damages for delay, maintenance of the works and other related matters. These matters and the release of retention monies will depend upon the issuing of an appropriate Completion Certificate for the Works.

The Contractor shall interface, programme and organize his work and liaise closely with all Direct Contractors and afford whatever assistance and access that may be necessary to ensure the satisfactory and timely sequencing and completion of all works on the Site.

28.5 Soil survey, water table and dewatering

A soil survey also containing information about the level of the water table has been carried out. The conditions revealed are to be taken as a guide only. It is to be at the risk of the Contractor if different conditions are actually encountered. The survey is contained in these documents as **Appendices /A, Volume II.**

The Contractor should be responsible for Dewatering at his own cost during execution of all works at site throughout the Time for Completion specified under Sub-Clause 8.2 [Time for Completion] of GCC.

28.6 Surrounding Structures and Buildings

The Contractor is to take note of the surrounding structures and buildings and ensure that no damage or nuisance is caused.

Before commencing the Works the Contractor should employ an approved firm of loss adjusters to undertake a comprehensive pre-construction survey of any surrounding land, buildings, structures, services and the like which may be affected. Such a survey should clearly show the existing condition, a record of defects, extent of cracks, presence of vaults and underground structures and the location of services.

Colour photographs, reports and records of the surrounding land, buildings, structures, services and the like shall be made and two (2) sets of 305 x 203mm prints affixed in albums, dated and suitably captioned together with two (2) sets of the reports and records shall be supplied to the Project Manager. Where appropriate, the Contractor shall make available copies of the photographs, reports and records to owners of the surrounding land, buildings, structures and the like.

Allow for providing tell-tale signs or by any other suitable approved means including all instruments and equipment for the periodical recording and checking of cracks or other defects of the surrounding land, buildings, structures, services and the like.

The Contractor shall be solely responsible for ensuring that the execution of the Works does not impair the safety and stability of any surrounding structures and buildings and where necessary allow in his tender for maintaining the shoring and strutting done by previous contractor (if applicable). Such shoring shall be so positioned or altered and adapted from time to time so as to maintain adequate working space for construction operations.

28.7 Conditions Of Contract

The Conditions of Contract comprise:

- (1) The "Special Conditions of Contract", and

- (2) These Standard Conditions of Contract consisting of Volume I, II and III with all its annexures, schedules, Appendix, Drawings, BOQs and all subsequent amendments and/or additions to such General Conditions.

The Contract will be executed under seal.

The Contract Price will be deemed to cover the cost of complying with the clauses contained in the Conditions of Contract.

28.8 Insurances

Developer shall obtain the Insurances listed in Special Conditions of Contract.

Developer shall deduct on pro rata basis premium amount of sum or at the rate stated in Special Conditions of Contract incurred towards procuring the above insurances from each RA Bill of the contractor.

Notwithstanding that the insurance is taken by Developer, the Contractor shall exercise due care and diligence in execution of the work and any excess cost, levied by the CAR insurer, in the event of a claim of the CAR Policy, shall be attributable to the Contractor.

Contractor shall obtain and maintain all other insurances including but not limited to following Insurances at his own cost:

- a. Losses due to offsite storage of raw materials and equipments
- b. Transit risks arising out of transportation of raw materials and equipments from the place of procurement to the construction site.
- c. Damage to Contractors Plant and Machinery
- d. Workmen's Compensation
- e. Any insurance required other than listed above.

The Contractor's Workmen's Compensation Policy shall cover all employees of the Contractor and subcontractors engaged in connection with the Contract at the Site and elsewhere in Mumbai whilst engaged in business connected with the Contract. The Nominated Subcontractors should procure and cover Workmen's Compensation Policy on their own for all employees engaged by them. The policy is to be further endorsed to extend cover to all workers upon the Site including those who are not statutorily required to be insured under the Workmen's Compensation Act and must be sufficient and adequate to meet any claim arising out of or in the course of or by reason of the carrying out of the Works. The Workmen's Compensation Insurance shall be at a minimum wage roll level of 20% of the Contract Sum.

All insurance policies shall be deposited with the Project Manager and kept valid throughout the contract period. Evidence of the payment of insurance premiums (single/multiple) in the form of stamped receipts must be presented to the Project Manager to substantiate the validity of the insurance for the total contract period.

The Contractor shall be responsible for the premiums in connection with extending the period(s) of insurance cover in the event that the Contractor fails to complete the Works by the completion date/extended completion date fixed in accordance with the Conditions of Contract.

28.9 Drawings

The drawings used in the preparation of the Sections are listed at Appendix S/B, Volume II of the Specification and shall be the Contract Drawings. The Contractor should maintain at site, one set of all latest revised good for construction drawings.

The reference drawings have also been provided to assist in understanding the works (refer Appendix S/B).

Figured or calculated dimensions shall be preferred in all cases to scaled dimensions from drawings.

28.10 Interim payments

At the time of each application for Interim Payment Certificates, the Contractor is to submit to the Project Manager:-

- (1) An application for payment in accordance to the Conditions of Contract.
- (2) The Contractor shall submit declaration of compliance in the proforma annexed to tender document with every running bill on his letterhead and on a non-judicial stamp paper every three months or as required by the Developer. The Developer may withhold release of payment in case such declaration of compliance is not provided with the progress invoice.

28.11 Variation meetings

Variation meetings shall be held on a monthly basis or at such intervals as may be directed by the Project Manager to monitor and agree on the financial effects of Variations ordered in the Works. The Contractor (including any nominated Subcontractors as appropriate) shall attend the variation meetings.

The Contractor shall be required to submit at each variation meeting an updated financial status report on the Variations, categorized under the following headings:

- a. Variations/Change Orders issued to date
- b. Anticipated Variations/Changes
- c. Variations pending receipt of drawings and details
- d. Variations pending cost submission
- e. Variation costs pending agreement
- f. Agreed Variations/Change Orders

Each Variation cost claim submitted by the Contractor shall be supported with complete details of all measurements, rates and prices including copies of the relevant drawings with the varied work clearly marked out and/or identified, together with any documents or calculations whether relating to the Contractor's own work or that of the nominated Subcontractors as may be necessary. The Project Manager may request the Contractor to furnish such additional measurements, calculations, drawings, documentary substantiation or other information to enable the Variation cost to be assessed and agreed, and the Contractor shall within 14 days comply with such request.

28.12 Tests

The cost of carrying out and arranging for all tests and submission of test certificates/reports called for in the Specification shall be borne and paid by the Contractor.

The Contractor shall allow in the Accepted Contract Amount for the cost of complying with all testing and re-testing methods, procedures and requirements to the approval of the Project Manager unless otherwise specifically stated.

All Work to be performed, materials and equipment to be used by the Contractor subject to testing for compliance with the contract document and standards, shall be tested as required. The Contractor shall have well equipped laboratory at site with brand new equipment as stated in the **list Annexed to the Contract Documents** for testing of materials and samples. The Contractor shall give the Project Manager & Developer timely written notice of the dates and times, when testing is to be performed at the site or at the place of manufacture or fabrication. All tests shall be conducted in a manner prescribed in relevant IS codes or in absence of the same, any other international code in the presence of the Project Manager & Developer or his representative. Materials or equipment required to be tested prior to installation shall not be installed until the Project Manager and Developer have approved the test results and the tested material or equipment in writing. The Contractor shall bear all the testing costs including the travel and the hospitality in case the testing location is in a different city than the Work site.

28.13 Scaffolding and Staging

Provide all scaffolding, staging, nets, ladders and catwalks necessary for the proper execution of the Works. Use of Scaffolding, staging ladders etc. shall be extended to the direct contractors/Interior/Exterior Finishing contractors employed by Developer and adoption of scaffolding to suite requirements of such direct contractors appointed by Developer. Contractor shall get such scaffolding and/or staging designed from the competent structural engineer and submit the evidences of the same from time to time for approval of Project Manager before erection of any scaffolding and/or staging.

28.14 Loading In Excess Of Design Load

No loading in excess of the design loading shall be placed on any portion of the structure without the written permission of the Project Manager. If such permission is granted all structural members subjected to loading other than the design loading shall be strengthened and supported to the satisfaction of the Project Manager at the Contractor's expense.

Notwithstanding the written permission of the Project Manager, the Contractor shall bear all costs arising out of the making good of any damage to the permanent structure caused by excess loading.

28.15 Labour on-costs

Provide for all costs, payments and charges in respect of all workpeople for:-

- (a) Developer provident fund contributions and levy scheme
- (b) Annual and public holidays
- (c) Traveling time, expenses, fares and transport
- (d) Non-productive time and other expenses in connection with overtime
- (e) Incentive and bonus payments
- (f) Any other payments and charges arising from the employment of workpeople.

28.16 Workmen's Compensation

The Contractors accepted price shall be deemed to have included the full compensations for all his workmen, sub-contractors, consultants or any other agencies the Contractor may engage to execute the Work. The Developer shall be deemed to have been indemnified against any claim for wages, salaries, compensations or reimbursements of all nature whether for personal ailment, injuries or death.

The Contractor shall be solely responsible for and shall pay compensation to his workmen payable under the Workmen Compensation Act 1923 (VIII of 1923), (hereinafter called the said Act") for injuries caused to the workmen. If such compensation is payable by Government as principal under sub-section (1) of section 12 of the said act on behalf of the Contractor, this shall be recoverable by government from the Contractor under sub-section (2) of the said section.

28.17 Provident Fund

The Contractor shall procure, number for provident fund in case he does not have the same. The Contractor shall fully comply with the statutory provisions of the Employees PF and Misc. Provision Act 1952 and shall deposit Developer's contribution regularly within time limit prescribed for depositing these amounts under the said act and shall submit the appropriate challans regularly to the satisfaction of the Developer. The Contractor further agrees that the Developer shall be entitled to withhold the payment of the amount equivalent to provident fund liabilities along with other statutory dues, in case the Developer considers the same to be necessary and shall be entitled to deposit the same directly under the code number of Contractor. The Contractor shall not raise any objection whatsoever for this arrangement.

28.18 Site Management Costs

The Contractor shall constantly keep upon the Works on a full-time basis, the following key site personnel:-

- (a) a competent and experienced Project Manager, a Graduate Civil engineer with minimum 17-20 years of experience. He should have independently handled projects of similar magnitude while serving with the Contractor for minimum five previous years. Developer shall interview and accord his approval for the candidate referred by the Contractor who shall be overall in charge of the Works.
- (b) a qualified and competent structural Project Manager with past experience in the erection of reinforced concrete high-rise buildings (if applicable and to be decided by Engineer).
- (c) a qualified and competent mechanical and electrical Project Manager who shall act as the Project Manager for all mechanical and electrical works on this project. The Project Manager in this connection shall be fully experienced in the types of work to be carried out under this Contract. He shall organize and co-ordinate on the Contractor's behalf all mechanical and electrical Project Management aspects of the Works. (If applicable and to be decided by Engineer).
- (d) a qualified and competent co-coordinator with past experience in the co-ordination of architectural, structural and mechanical and electrical works.
- (e) a qualified and competent planning manager with past experience in the planning, scheduling and programming of the works.
- (f) a general foreman who shall be continuously in charge of the execution and maintenance of the Works throughout the currency of the Contract.
- (g) adequate assistant foremen, site supervisors and all necessary "back-up" staff who are skilled, competent and experienced in their respective callings.
- (h) designated personnel for Quality Control (a qualified graduate engineer with minimum five years of quality control/audit experience.
- (i) designated personnel for Health, Safety and Environment (a person with Diploma in Industrial Safety and minimum five years of experience of safety enforcement are mandatory with adequate number of supporting personnel..
- (j) a qualified and competent Quantity Surveyor.
- (k) a qualified Security Officer for overall Site Security and Access Control
- (l) Adequate number of designated qualified batching plant manager with adequate number of supporting personnel at the location of the batching plant, in case The Contractor proposes to use a batching plant, foremen, Site supervisors and all necessary "back-up" staff who are skilled, competent and experienced in their respective calling/trades.

The Contractor shall provide an organization chart showing the full and detailed list of his site supervisory staff for the project for the approval of the Project Manager. Such list shall include all relevant details of each staff member including his functions, position, duties, qualification, experience, age and length of employment with the Contractor.

These key personnel once employed for the Works and approved by the Developer shall not be removed from the Works without prior consent from the Developer.

The provision of such organization chart and the Project Manager's approval thereof shall not limit the Contractor's responsibilities and obligations in respect of adequate staffing at the Site. In the event additional staffs are considered necessary to properly and effectively supervise the execution of the Works, the Contractor shall provide such additional staff at no extra cost to the Developer.

28.19 Overtime

Should the Contractor consider that overtime working is necessary in order to attract and retain the necessary workpeople or to complete the Works or sections of the Works within

the Time for Completion, he shall allow for such overtime payments for his workmen and his supervisory staff including the provision of any additional plant, facilities and the like arising out of overtime work.

Prior notification to the Project Manager shall be given before overtime work is carried out.

28.20 TRANSFER OF PLANT, LABOUR AND MATERIALS

In the event of a delay occurring on one section of the Works for any reason whatsoever, the Contractor is to transfer his plant, labour and materials as far as practicable to another section of the Works so as not to allow them to stand idle or cause delays.

If the Contractor fails to carry out a transfer when such a step is considered reasonable and practicable by the Project Manager, no claim for extra payments or extension of time will be entertained.

28.21 ACCESS FOR INSPECTION AND SUPERVISION

The Contractor shall maintain unhindered and safe access to and easy inspection of all materials and work including any special ladders, gantries, platforms, ramps or scaffolding required for the Project Manager's inspection and supervision and/or Developer and/or any other person appointed by Developer.

28.22 Environmental Management System and Green Building Norms

The Contractor shall follow the Developer's Environment Management System established at site. The Contractor shall read Developer's- EMS SOPs, relevant documents prior to execution of the activities. Developer will give necessary awareness to the contractor's team on EMS and Green building implementation requirements at site.

28.23 Environment, Health and Safety

Safety Management plan

Within 15 days of receipt of the Letter of Acceptance, the Contractor shall submit a safety management plan to the Project Manager for approval. The safety management plan shall enlist all the hazards and risks associated with the activities to be carried out by the Contractor and measures to minimize and control risks. The contractor shall provide necessary resources to implement the safety management plan. In the absence of an approved safety management plan, provisions as enlisted by the Developer from time to time and/ or Developer's Safety Management plan will prevail. In case of any non-compliance with the safety plan, Project Manager shall be entitled to levy punitive damages as specified in this Clause.

In addition to the safety management plan, the contractor shall stand liable to adhere to and comply with all the requirements of BOCW Act 1996 and BOCW welfare cess rules 1998 if the requirements are not explicitly mentioned otherwise in the project safety plans. The requirements shall be informed to the contractor by the safety officer of the project. Failure to comply by the contractor shall entitle Developer to establish that particular requirement on site and debit the contractor as decided by the project manager and project head.

Contractor will follow all safety provisions as enlisted by the Developer from time to time and as detailed in Annexure 'B' enclosed with Standard Contract Document.

28.24 Water for the works

Party specified in Special Conditions of Contract will arrange for Temporary water for the works at one point within site premises. The Contractor should at his cost provide, install and maintain consumption meter, storage of water and distribution (including alter/shift) of water as required and instructed by Project Manager. If such water supply is provided by the Developer the Project Manager will recover the cost of water at prevailing tariff rate from Contractor from each monthly RA bill. In case of non-availability of temporary water, the Contractor should arrange for the same at his cost.

28.25 Temporary lighting and power for the works

Party specified in Special Conditions of Contract will arrange for Temporary Power for the works at one point within site premises. The Contractor should at his cost provide, install and maintain consumption meter. The Contractor at his own cost should distribute the power and lighting to all working areas, access roads and wherever necessary for the Works as instructed by Project Manager. If such Temporary power is supplied by Developer the Project Manager will recover the cost of power at prevailing tariff rate from Contractor from each monthly RA bill. In case of non-availability of temporary power, the Contractor should arrange for the same at his cost.

All electrical installations shall be carried out under the responsibility of licensed electrical workers.

Provide meters and temporary arrangements for distribution around the Site including that required by Project Manager.

Provide, install and maintain all necessary temporary lighting during hours of darkness for construction, safety or any other purpose.

Alter, shift and adapt from time to time as necessary.

WATER AND ELECTRICITY FROM PERMANENT INSTALLATIONS FOR TESTING

Water and electricity for test runs and commissioning of all mechanical and electrical services shall be obtained from permanent installations. The Contractor shall install meters and pay all cost to the Developer for such use.

28.26 Temporary roads and temporary works

Provide, maintain and alter as necessary all temporary roads, tracks, paths, hard standings, pavement crossings, culverts and other Temporary Works including those required by sub-contractors and suppliers and pay all costs and charges in connection. Reinstatement of all ground and all work disturbed.

28.27 Temporary hoardings and safety netting

Maintain all other necessary temporary fencing, hoarding, gates, fans, planked footways, guard rails, gantries, safety netting, warning lights and notices for the proper execution of the Works, the security of the Site, the protection of the public and the occupants of any adjoining premises and for meeting the requirements of the Local Authority. Alter, shift and adapt from time to time as necessary and clear away on completion.

The hard barricading around the work area should be erected by the Contractor. The Contractor should alter, shift and adapt from time to time as necessary and clear away on completion.

28.28 Signboard

Provide and maintain in a position approved by the Project Manager a signboard of 5m² showing the title of the Works, the names of the Developer, Consultants and the Contractor and of such sub-contractors as may require it, including a perspective view of Proposed Building. Remove on completion of the Works.

28.29 Advertisements

No advertisements shall be displayed without the written approval of the Developer. Unauthorized advertisements shall be removed promptly by the Contractor.

28.30 Temporary buildings and facilities for the contractor

All temporary buildings and facilities for use like site office, material storage yard, reinforcement yard by the Contractor shall be provided at the space to be approved by the Developer, but constructed, maintained and removed on completion by the Contractor. All other temporary buildings and facilities for use by the Contractor's workmen may be located within premises subject to prior written approval from Developer.

Sheds used for the storage of cement, lime and other perishable materials shall have raised floors.

All petroleum, explosives and flammable materials shall be stored in fire-proof buildings and precautions taken with regard to security and fire risks.

The Contractor should also construct, maintain and remove on completion all the buildings, facilities like material storage yard, fabrication yard, site office, supply of water and power. Contractor should allow use of scaffolding, hoists, and tower cranes for other contractors appointed by Developer.

TEMPORARY BUILDINGS AND FACILITIES FOR THE CONSULTANTS

[Please state the requirements if any else the clause shall be deemed to be deleted]

28.31 **Programme charts and returns**

Within seven days of the acceptance of his tender, the Contractor shall submit for approval by the Project Manager, a programme related to the contract period showing the timing and sequence in which he proposes to carry out the various parts of the Works including those of all Sub-Contractors.

The programme shall include a bar chart and critical path analysis diagram and be in sufficient detail to permit a precise week-by-week comparison between the work as programmed and the actual progress.

The programme shall be kept up to date and a copy made available on Site at all times for inspection.

Report daily to the Project Manager on the number of operatives in each trade employed on the Works.

Records of progress shall be kept by the Contractor and submitted to the Project Manager at weekly intervals.

The Contractor shall submit a master schedule to the Project Manager which will be confirmed and agreed by both parties (the Developer and the Contractor). This will become the Contract schedule.

Schedule shall be resource loaded including labour, material and if possible cost. Minimum labour requirement should be maintained at site by contractor conforming to IS 7272 (part – I) 1974.

Project activities shall be tracked accordingly on daily basis.

Tracked schedule / baseline schedule shall be updated and submitted to the Developer's project site office on a weekly basis.

In case of any delay, detailed delay analysis report (root cause) shall be prepared and submitted to the Developer's project site office within 2 days time period.

Corrective action with proper recovery plan shall be prepared and submitted with delay analysis report to achieve progress milestone as per schedule.

Activities in critical path shall be tracked separately.

Separate schedule shall be prepared and submitted to track labour and material availability and should be linked to master construction schedule.

Minimum labour requirement should be maintained at site by contractor conforming to IS 7272 (part – I) 1974.

Detail calculation of labour requirement should be worked out and submitted by the Contractor on receiving of GFC's drawings before executing the activity for review and approval of the Developer.

Alternate labour arrangement should be made by the Contractor in peak period of labour shortage in all circumstances.

No delays in work will be accepted due to non availability of labour at site.

28.32 Shop drawings and co-ordination drawings

The Contractor shall provide the Project Manager with full and complete shop drawings for UPVC, aluminium and/or metal windows, curtain wall, plumbing, electrical, air-conditioning, fire protection, mechanical, lift installations and all other necessary or special parts of the structure or its equipment or finishes.

The Contractor shall produce fully coordinated and integrated drawings of the mechanical, electrical and other service installations and of their relationship to the structure.

All drawings shall be submitted in ample time and each time in eight (8) sets for checking and for resubmission of any amendments desired, so as not in any way jeopardize the Time for Completion of the Works or any section thereof.

No work shall be carried out until the relevant shop drawings and/or co-ordination drawings have been approved by the Project Manager. The approval of such drawings by the Project Manager is solely an approval of subject matters in principle and does not constitute checking of detail measurements or acceptance of auxiliary units or materials unless specifically mentioned in writing by the Project Manager.

28.33 Record drawings

The Contractor shall make accurate records of those parts of the Works which will become hidden by further progress, as may be directed by the Project Manager. Such records shall be checked and verified by the Project Manager while the work is open for inspection. Records shall be entered by the Contractor on prints of drawings which will be made available to him for this purpose, amplified by him with supplementary dimensioned sketches and handed to the Project Manager as soon as practicable. All costs and expenses in connection therewith shall be borne by the Contractor.

28.34 AS-BUILT DRAWINGS

As-built drawings received shall be kept in a format approved by the Project Manager and shall include: -

- (a) all Architectural drawings and details
- (b) all Structural drawings and details.
- (c) all MEP Drawing and details.
- (d) All Landscaping Drawing and details.

Draft as-built drawings folder shall be submitted progressively as the Works are completed to enable the Project Manager to review the drawings.

The Contractor shall keep accurate records of the actual formation levels throughout the contract period and regularly submit to the Lead Consultant / Architect and this shall form the basis of the as-built record of the completed works which will be made by the Lead Consultant / Architect and given to the Project Manager.

28.35 Progress photographs/reports

Provide for Digital colour photographs (in soft copy) and progress reports in a format approved by the Project Manager to show the Works in progress. Photographs shall be taken at four week intervals throughout the construction period.

Locations of the photographs to be taken shall be agreed with the Project Manager. Each photograph shall be marked with the description of the photograph and location from which it was taken.

The ownership and copyright of all photographs and negatives shall be vested in the Developer and are not to be used without his permission under any circumstances. Negatives and prints shall be handed over to the Project Manager monthly.

28.36 Protecting the works

Provide for carefully covering up and protecting the Works and Materials from inclement weather.

The Contractor shall provide full and adequate protection for all finished surfaces and for all Materials subject to injury or staining and shall be responsible for making good all damage done to such finished surfaces and Materials until the Works are taken over complete.

The protection shall be applied or provided as soon as a surface is finished and/or Materials arrive on the Site or as may be otherwise desirable. Such protection shall be maintained in effective condition throughout the course of the Works.

28.37 Safeguarding the works

Safeguard the Works, Materials and Plant against damage or theft including all necessary watching and lighting for the security of the Works and the protection of the public. Provide accommodation and other facilities for any watchmen/security guards so required.

The Contractor shall be fully responsible for loss or damage to designated Subcontract Works which have been fully, finally and properly incorporated into the Works and is to cover up, case and protect their work. Except for the provisions of Clause 18 of the Conditions of Contract, the Contractor will be responsible for loss or damage to any Materials or Goods on site for the designated Subcontract Works until such materials and goods have been fully, finally and properly incorporated into the Works.

28.38 Fire protection during construction

Provide and keep in working order adequate firefighting equipment for emergency use.

Provide all necessary electricity and water supplies for the use of fire rising mains during construction. The Contractor shall be responsible for the implementation of all temporary works in connection therewith to comply with the relevant Authorities' requirements.

28.39 Clearing up and cleaning

The Contractor shall arrange and pay all fees for disposing of all rubbish, unwanted building debris, earth, surplus materials, rubble, chemicals, noxious or polluting matter, etc from the Site both at regular intervals and, before the Project Manager/Developer issues the Taking Over Certificate, on completion of the Works.

Make good all work disturbed, clean the whole of the Works inside and out, removing stains, temporary protective films and coverings, touching up paintwork and polished work and leave the whole of the Works clean and to the satisfaction of the Developer and Project Manager.

The Contractor shall arrange and pay all fees for disposing of all waste, drain water coming out during execution of work.

SCHEDULE 'A'

MATERIALS SUPPLIED BY DEVELOPER

1) Following materials shall be supplied by the Developer to the Contractor free of cost.

- [Enlist free supply items]
-

2) Allowable Wastage Limits

- Cement - 2%
- Reinforcement steel - 3% including rolling margin.

NOTE

All materials stated under Schedule B above required by the Contractor shall be arranged and supplied by the Developer. The Contractor has to unload and protect such materials on arrival at site at his own cost. It is utmost duty of the contractor to protect safeguard and store such materials in good condition in sheds erected and maintained by Contractor.

All materials and services issued by the Developer to the Contractor free of cost or at basic price shall not be abused by the Contractor. If such materials and / or services are abused, lost and / or damaged while in the custody of the Contractor the cost of such materials and / or services shall be recovered from the Contractor at penal rates fixed by the Developer as stated in following paragraph. The decision of the Developer whether any material / services are abused, lost and / or damaged shall be final and binding on the Contractor.

In case material is provided by the Developer, the permissible wastage shall be as stated in this document. In case the actual consumption of materials supplied by the Developer exceeds the theoretical amount plus permissible wastage, actual costs will be recovered from the Contractor. The actual cost will include the replacement price of the material plus 10% towards overheads such as the cost of transport, storing, duties etc. In case the material is lost due to theft or reasons attributable to the Contractor then the recovery will at 1.25 times the issue rate or the prevailing market price whichever is higher. The decision of the Developer about the prevailing market price shall be final and binding.

The Contractor shall include the cost of wastage for all material procured by him and/or supplied by Developer while quoting rates. No extra payment or claim shall be entertained by the Developer in this regard.

While reconciling for the materials, the wastage shall be considered as specified and approved by the Developer. Any additional wastage shall be recovered at the rate 1.25 times the market / basic price whichever is higher.

The Contractor to make necessary arrangement to verify quality and testing on receipt of each lot of materials procured by Contractor as and when received at site. Cost of testing shall be paid by the Contractor.

SCHEDULE 'B'**BASIC RATE MATERIALS TO BE PROCURED BY CONTRACTOR**

Following materials to be procured by contractor shall have basic rates as specified in the documents below.

- Cement
- Reinforcement Steel
- [Specify any other material if applicable]

Allowable Wastage Limits

- Cement - 2%
- Reinforcement steel - 3% including rolling margin.

Use of basic rate material shall be restricted to works being executed at site and forming part of permanent and not temporary works (such as site office, stores, godown, etc.) and labour hutments, Property rights of the materials shall continue to vest with the Developer. The Contractor shall not utilize the materials or deal with them in any manner whatsoever except for use in the Contract.

The Developer reserves the right to direct the Contractor to procure basic price material from his supplier.

It shall be Contractor's responsibility to co-ordinate and receive delivery of material in time from suppliers/manufacturers when instructed by the Developer.

Cement received at site shall be stacked by the Contractor in weather tight sheds constructed on work site away from walls and on a damp proof floor. Consignments shall be used in the order in which they are received. Adequate arrangements shall be made for keeping the shed dry during the wet weather by all means or as directed by the Engineer.

Steel received at site shall be stacked on firm ground with proper use of sleepers to avoid contamination with mud / soil etc. Steel shall be kept covered with plastic to avoid normal rusting.

All other materials shall be stacked in secured godown preferably weather tight. Floor shall be firm and stacking shall be in most planned manner to avoid damage, contamination, warping, obstruction etc. It shall allow 1st come 1st used facility.

All godowns shall be lockable and under strict control of the Contractor's representative. The Developer or his representative shall have access at any time to all stores, godown etc. His guidance and instruction in up keeping shall be followed.

Basic Rate Adjustment

Adjustments for changes in cost shall not apply except that for materials stated under Section 2 above and Special Conditions of Contract. The accepted Contract Amount shall be deemed to have included the amounts to cover the contingency of any rise or fall in costs of all other items.

The Contractor shall while submitting the Tender consider following basic rates (basic rate means, basic rate of material + all taxes / duties/ octroi / cess + transportation, loading, unloading etc.) of materials :

Sr. No.	Material	Unit	Basic rate
1	Cement	Per MT	[specify rates as issued by strategic sourcing cell]
2	Reinforcement Steel	Per MT	[specify rates as issued by strategic sourcing cell]
3	Add item if any		

Any increase or decrease in basic rates of material as mentioned above shall be paid or recovered at actual. Contractor shall submit the documentary evidence of purchase & invoices raised by supplier of that material to substantiate the claim for price escalation for materials mentioned above. For determination of price escalation, the quantities which are certified in Bill of Quantities attached with progress payments shall be considered as base quantity. The price escalation for material shall be paid only for materials that will be consumed for permanent works at site and not for temporary works already done at site. Price escalation will be paid for base quantities of steel executed and measured at site as per item description excluding chairs, unauthorized laps, pins etc but adding allowable wastage as mentioned above

For materials with basic rates, the allowable wastage limits specified in Section 2 of this document shall be referred to. The said wastage limits are applicable for the payment of variation of the basic rates only for materials so specified herein.

Price escalation will be paid for actual quantity of cement derived from the constants mutually agreed by Developer & Contractor from as executed and measured quantities of various items requiring cement at site as per BOQ item descriptions of respective items.

The Contractor, before purchasing all materials whose basic rates have been mentioned herein, **should** seek approval from the Developer, failing which it will be considered as breach of contract.

Contractor shall submit at least three quotations for approval of Developer prior to purchasing the material. Developer shall thereafter give his approval as per the best negotiated rates by the Developer. If the rates negotiated by Developer are lower than that of Contractor, in such case Contractor shall negotiate with his vendor/supplier to get the same rates as approved by Developer on the same terms & conditions. Failing which contractor may request Developer for supply of the materials from Developer's vendor. However in this case onus of all the coordination payments, logistics, quality, testing etc. of materials remains with the Contractor.

If the materials are procured by Contractor from Developer's vendors/suppliers, Developer reserves right to route payments to such vendors/supplier through the Escrow account as specified in General Conditions of Contract.

The contractor shall seek rate approval and claim the price difference positive or negative on monthly basis.

SCHEDULE : C**List of Contractor's Plant and Equipment and Rates**

The Tenderer shall indicate herein below the plants and equipments owned, hired or leased, which he is in possession and which he proposes to bring to the site in case the contract is awarded to him. The Tenderer shall also indicate the date on which such plant and equipment will be made available in accordance with the construction schedule.

Sr. No.	Name and Description of the Equipment (Type, Model)	Numbers that the Tenderer has in his possession	Numbers that the tenderer proposes to bring at site	Rate per day (Rs.)

The Tenderer hereby confirms that;

1. the quantity and type of equipments he will employ for construction will not be less than those listed above and agrees to bring more plants and equipments, if so warranted in the opinion of the Developer's representative.
2. the above plants and equipments are in proper working condition but if found unsatisfactory by the Developer's representative will be immediately replaced.
3. the tenderer will keep at least one mechanic and operator competent to run / repair the above mentioned equipments in case of emergency.
4. the rate per day includes and is not limited to the cost of consumables (fuel, oil, maintenance), wages of operators and mechanic, leave allowance, provident fund, gratuity, bonus, overtime, medical expenses, travelling time, messing and lodging, transport, **overheads and profit.**

Signature : _____

Designation : _____

Company : _____

Date : _____

SCHEDULE : D**Labour Rates**

The Tenderer shall quote hereunder the all inclusive Labour Rates used for the purposes of this Project. These rates shall be used by the Developer's representative in the preparation of man day estimates and star rates.

The the rate per day includes and is not limited to wages, leave allowance, provident fund, gratuity, bonus, overtime, medical expenses, travelling time, messing and lodging, transport, **overheads and profit**. Of the contractor

<u>Labour</u>	<u>Rate per 8 hour day</u>
1. Unskilled Labour male	: Rs.
2. Unskilled Labour female	: Rs.
3. Skilled Labour male	: Rs.
4. Mason Plaster & Masonary	: Rs.
5. Carpenter	: Rs.
6. Fitter (reinforcement)	: Rs.
7. Fitter (structural steel)	: Rs.
8. Plumber	: Rs.
9. Electrician	: Rs.
10. Welder	: Rs.
11. Rigger	: Rs.
12. Welders	: Rs.
13. Gas cutter	: Rs.
14. Pianter	: Rs.
15. Bhisti :	: Rs.
16. Blacksmith	: Rs.
17. Chowkidar	: Rs.
18. Beldar	: Rs.
19. Coolie	: Rs.
20. Mason Flooring Work	: Rs.
21. Driver	: Rs.
22. Mistry	: Rs.
23. Painter	: Rs.
24. Skilled Beldar	: Rs.
25. White Washer	: Rs.

The Developer's representative reserves the right to request the Contractor to supply labour for any work at the rates quoted above and also use this rates for the purpose of resolution of Extra Item / Claims less the contractor's overhead and profit

Signature : _____

Designation : _____

Company : _____

Date : _____

PROFORMA APPENDIX TO GCC**VALIDITY OF COMMERCIAL INSTRUMENT****VALIDITY OF COMMERCIAL INSTRUMENT**

Any Bank Guarantee shall be considered submitted/valid only after the following:

1. The Bank Guarantee is submitted by the contractor in hard copy.

2. After receipt of the second copy of bank guarantee, by the developer, directly from the issuing bank

OR

The authenticity of the Bank guarantee is verified by the Developer.

APPENDIX A

PROFORMA FOR CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made on this theday of20__

BY & BETWEEN _____, a company governed under the Companies Act, 1956, having its registered office at _____ (hereinafter called the 'Developer' which expression shall, unless repugnant to the context and meaning thereof, include its successors and assigns) of the one part, and M/s -----

whose registered office is situated at -----, (hereinafter called the 'Contractor' which expression unless repugnant to the context and meaning thereof shall include his or its heirs, personal representatives, successors) of the other part.

WHEREAS

the Developer desires that the execution and completion of _____, the detailed scope of work is contained in **Annexure 'A' and Special Conditions of Contract** hereto (herein after called "the Works") at _____ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

Contractor has represented to the Developer that it has requisite capability, expertise and experience on all aspects of the construction execution process from the design conceptualisation stage to handing over the completed Works and remedying the defects if any during defects liability period in the manner acceptable to the Developer, and can undertake the responsibility for skilful, cost effective and efficient construction practices, mobilising required manpower, plant and equipments and maintaining the same throughout the duration of Works, effective and efficient procurement of materials, mobilising and maintaining competent technical staff at site, coordination of resources as required to ensure that the Works are completed and handed over within stipulated time, quality, safety and cost parameters and remedy the defects if any during defects liability period.

The Contractor has submitted their tender containing the priced schedule of quantities to the Developer which tender has been accepted by the Developer and the Parties have finalized the Contract BOQ as defined in the Contract documents;

The Developer and the Contractor agree as follows:

1. In this Contract Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement:
 - 2.1. The Letter of Acceptance; and/or Letter of Intent
 - 2.2. The Letter of Tender;
 - 2.3. Special Conditions of Contract
 - 2.4. Standard Conditions of Contract with all its annexures, schedules & Appendix
 - 2.5. Technical Specifications;
 - 2.6. List of Drawings;
 - 2.7. Contract Bill of Quantities;

- 2.8. Addenda/ Corrigenda/ Clarifications as and when if issued
3. For the consideration hereinafter mentioned, i.e. the Contract Price, the Contractor shall upon and subject to the Contract Documents carry out and complete the Works as per the Drawings described by or referred to in the Schedules, Contract BOQ and Technical Specifications in the Contract Documents.
4. An all-inclusive total indicative contract price, as stated in Cl. 1.1.4 of the General Conditions of Contract (GCC), for the Works as defined in the GCC, shall be an aggregate sum of Rs. _____ (Indian Rupees _____ only), as rounded off to the nearest Rupee, on an Item Rate Basis including all materials, plant and labour charges, taxes, insurance, import duties, license and permit fees etc. for the Works.
5. The Contract Documents shall be read and construed as forming part of this Agreement, and the Parties hereto shall respectively abide by, submit themselves to Contract Documents and perform their respective obligations as set out in the Contract Documents.
6. The Contract Documents shall form the basis of this Contract Agreement.
7. The Contract shall be on an Item Rate Basis for the Work done and the Contractor shall be paid for the actual quantity of Work done, as measured at site jointly by Developer and Contractor and at the rate quoted/ accepted by the Contractor in the Contract BOQ.
8. The Contractor shall provide every reasonable facility for carrying out the entire Work in the manner laid down in GCC, and shall make good any damage done to completed Works and Sections before Taking Over by Developer, and remedy defects if any after completion of the Work till completion of Defects Liability Period.
9. The Developer reserves to itself the right of altering the Drawings and nature of the Work by adding to or omitting any items of Work as per the provisions of GCC. There shall be no limit on the scope and extent of changes that can be ordered by the Developer subject to the condition stipulated in Clause 10 below. The Contractor shall only be paid for the actual quantity of Work executed payable at the accepted unit rates as set out in the Contract BOQ and the provisions of GCC.
10. Quantity variation shall have no ceiling limit in respect of individual items and individual quantities can vary to any extent. The Contractor shall execute all authorized variations and the same shall be dealt with as per the provisions of Clause 13 of the GCC.
11. The Work shall be executed by the Contractor as per Good Industry Practice and, applicable relevant IS Standards / BIS / NBC. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the Work and to complete the Work during the Contract Period. Notwithstanding the above the Contractor shall improve on the implementation period and make every effort to complete the Project ahead of schedule.
12. All payments by the Developer under this contract shall be made in Indian Rupees (INR).
13. All disputes arising out of or in any way connected with this Agreement shall be resolved in the manner provided in Clause 20 of the GCC.
14. The Contract Documents have been read by the Contractor and fully understood by the Contractor.
15. The Contractor has confirmed to the Developer that it is neither under any restriction whatsoever nor does it require any approval or consents for the execution, delivery, performance and implementation of the Works. The Contractor also confirms to the Developer that it has the requisite capacity, knowledge, skill, expertise and experience to perform and implement Works of such magnitude.
16. In consideration of the payments to be made by the Developer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Developer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.

17. The Developer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.
18. All Payments, fees and reimbursements to Contractor shall be subject to deduction of Income tax, VAT and/or any other statutory deductions as may be applicable from time to time.
19. No additions, alterations or amendments to any of the terms, conditions and provisions mentioned herein, shall be valid, operative, effective, binding upon or acceptable against any of the parties hereto unless the same are recorded in the form of supplemental contract in writing and signed by authorised signatories of both the parties hereto.

IN WITNESS whereof the parties hereto have caused this Contract Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED by:)
)
.....)
28.40 (Name of Authorised Signatory)) _____
) (Signature)
for and on behalf of the Developer)
)
In the presence of)
)
Name:) _____
) (Stamp)
Address:)
)
.....)

SIGNED by:)
)
.....)
28.41 (Name of Authorised Signatory)) _____
) (Signature)
for and on behalf of the Contractor)
)
In the presence of)
)
Name:) _____
) (Stamp)
Address:)
)
.....)

APPENDIX B

SPECIMEN GUARANTEE FOR EARNEST MONEY DEPOSIT

Date:

To,

[Name and address of Developer]

Dear Sirs,

Guarantee No. _____

Amount of Guarantee: Rs. _____/-

Guarantee cover from --/--/---- to ---/---/-----

Last date for lodgement of claim --/--/----

In accordance with Invitation to Bid under your NIT No. _____M/s[Name of Bidder], having its Registered/Head Office at _____, (hereinafter called the 'Bidder') wish to participate in the said Bid for _____(narrate brief scope of work)_____and you, as a special favour have agreed to accept an irrevocable and unconditional bank guarantee for an amount of Rs. _____(Rupees _____ Only) valid up to ----/-----/----- on behalf of the Bidder in lieu of the Earnest money deposit (hereinafter called the 'EMD') required to be made by the Tenderor, as a condition precedent for participation in the said Bid.

We, _____(name of the Bank) at _____ (Bank's Branch Address), having our Head Office at _____irrevocably and unconditionally guarantee and undertake to pay immediately on demand by [Name of Employer] (hereinafter referred to as the 'Developer' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) an amount of Rs. _____(Rupees _____ Only) without any demur, reservation, contest, recourse or protest and / or without any reference to the Tenderor. Any such demand made by the Developer on the Bank shall be conclusive and binding notwithstanding any difference between the Developer and the Tenderor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of Developer and further agrees that the guarantee herein contained shall continue to be enforceable till Developer discharges this guarantee.

Developer shall have fullest liberty, without affecting this guarantee, from time to time to vary the terms and conditions of the Bid / Tender document, to postpone from time to time exercise of any powers vested in them or of any right which they might have against the Tenderor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Bid document / Tender document between Developer and the Tenderor or any other course or remedy or security available to Developer. The bank shall not be released of its obligations under these presents by any exercise by Developer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of Developer or any other indulgence shown by Developer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that Developer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderor and notwithstanding any security or other guarantee that Developer may have in relation to the Tenderor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. _____ /- (Rupees _____ Only) and it shall remain in force up to and including--/--/----- and shall be extended from time to time for such period (not exceeding one year at a time), as may be desired by Developer in whose favour this guarantee has been given.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to Rs. -- _____/- (Rupees _____ Only) and this guarantee is valid up to --/--/---- and we shall be released and discharged from all liabilities there under unless a written claim for payment under this guarantee is lodged on us in writing on or before --/--/---- irrespective of whether or not the original guarantee is returned to us.

Dated this _____ day of -----, 20__ at -----.

For (Name of the Bank)

Officer of the Bank:
(Address of Bank's Branch)

Place: -----

Date: --- /---/-----

WITNESS:

Signature

Name

Official Address

APPENDIX C
CERTIFICATE OF FAMILIARIZATION

I/We hereby solemnly declare that I/we visited the site of the work and have familiarization myself/ourselves of the working condition in all respects and in particular the following:-

- i) Topography of the area
- ii) Sources and availability of material
- iii) Obstructions road/rail traffic, buildings, structures, railway electrification, HT/LT power lines, water/sewer lines, communication lines etc.
- iv) Rates for material
- v) Availability of local labour, both skilled and unskilled and the prevailing labour rates.
- vi) Availability of water and electricity
- vii) The existing road and access to the works
- viii) Availability of space for putting up labour camp, offices, stores, godowns, engineering yard etc.
- ix) The preliminary Tender Drawings

In addition to the conditions contained in the Contract except as modified herein and in so far they cast responsibilities and obligation to the Contractor, shall be binding in pursuance thereof.

Date:
Place:

Signature of the Contractor with Stamp/Seal

APPENDIX D

SPECIMEN FOR ADVANCE PAYMENT GUARANTEE

Date:

To,

[Name and address of Developer]

Dear Sirs,

Guarantee No. _____

Amount of Guarantee: Rs. -----/-

Guarantee cover from --/--/---- to ---/---/-----

Last date for lodgement of claim --/--/----

In consideration of [Name of Developer] (hereinafter referred to as the 'Developer' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns)

having awarded to M/s. ----- (Name of the Contractor) having its Registered/Head Office at ----- (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), having awarded a Contract by issue of Developer's Letter of Intent / Work Order No.----- dated ---/--/20__ and the same having been acknowledged and accepted by the Contractor, resulting in a Contract bearing No. ----- dated --/--/20__ valued at Rs.----- (Rupees ----- Only) for -----(mention brief scope of the contract) and the Developer having agreed to make an interest free advance payment to the Contractor amounting to Rs.-----/(Rupees -----Only) as an advance against an irrevocable and unconditional Bank Guarantee to be furnished by the Contractor:

We -----(Name of the Bank), -----(Address of the Bank's Branch) having its Head Office at ----- (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby irrevocably and unconditionally guarantee and undertake to pay the Developer, immediately on demand any or, all monies payable by the Contractor to the extent of Rs.-----/- (Rupees ----- Only) as aforesaid at any time up to --/--/---- without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Developer on the Bank shall be conclusive and binding on us, notwithstanding any difference between the Developer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall continue to be enforceable till the Developer discharges this guarantee.

The Developer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend time for performance of the Contract by the Contractor and / or vary the terms and conditions of the Contract. The Developer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Developer and the Contractor or any other course or remedy or security available to the Developer. The Bank shall not be released of its obligations under these presents by any exercise by the Developer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Developer or any other indulgence shown by the Developer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Developer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Developer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to Rs.--- -----/- (Rupees ----- Only) and it shall remain in force up to and including --/--/---- and shall be extended from time to time for such period (not exceeding one year at a time), as may be desired by Developer in whose favour this guarantee has been given.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to Rs. --
-----/- (Rupees ----- Only) and this guarantee is valid up to --/--/---- and we
shall be released and discharged from all liabilities there under unless a written claim for payment
under this guarantee is lodged on us in writing on or before --/--/---- irrespective of whether or not
the original guarantee is returned to us.

Dated this _____ day of _____, 2008 at -----.

For ----- (Name of the Bank)

Officer of the Bank:
(Bank's Branch Address)

WITNESS:

(Signature)

(Name)

(Official Address)

APPENDIX E

SPECIMEN FOR PERFORMANCE GUARANTEE

Date:

To,

Developer,

Dear Sir,

Guarantee No. _____

Amount of Guarantee: Rs. -----/-

Guarantee cover from --/--/---- to ---/---/-----

Last date for lodgement of claim --/--/----

In consideration of [Name of Developer], (hereinafter referred to as the 'Developer / Developer ' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. ----- (Name of the Contractor) having its Registered/Head Office at ----- (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), having awarded a Contract by issue of Developer's Letter of Intent / Work Order No.----- dated ---/---/20__ and the same having been acknowledged and accepted by the Contractor, resulting in a Contract bearing No. ----- dated --/--/20__ valued at Rs.----- (Rupees ----- Only) for -----(mention brief scope of the contract) and the Contractor, in terms of the Contract having agreed to provide a Contract Security Deposit Guarantee as a security towards faithful performance of the entire Contract equivalent to ----% (----- percent) of the said value of the Contract to Developer :

We, the -----(Name of the Bank) at -----(Bank's Branch Address) having its Head Office at -----, (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, executors and assigns) do hereby irrevocably and unconditionally guarantee and undertake to Developer on demand any and all monies payable by the Contractor to the extent of Rs.----- (Rupees ----- Only) as aforesaid at any time up to and including ---/---/ 20__ without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Developer on the Bank shall be conclusive and binding notwithstanding any difference between the Developer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of Developer and further agrees that the guarantee herein contained shall continue to be enforceable till Developer discharges this guarantee.

Developer shall have fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the terms and conditions of the Contract, to extend time for performance of the Contract by the Contractor and that Developer shall have fullest liberty, without affecting this guarantee, to postpone from time to time exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between Developer and the Contractor or any other course or remedy or security available to Developer. The bank shall not be released of its obligations under these presents by any exercise by Developer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of Developer or any other indulgence shown by Developer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

We, -----(Name of the Bank) further agree that Developer shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and / or other terms and conditions and extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by Developer on account thereof and the decision of Developer that the said Contractor has committed such breach or breaches shall be final and binding on us.

The Bank also agrees that Developer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that Developer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs.----- /- (Rupees ----- Only) and it shall remain in force up to and including--/--/----- and shall be extended from time to time for such period (not exceeding one year at a time), as may be desired by Developer in whose favour this guarantee has been given.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to Rs. -- -----/- (Rupees ----- Only) and this guarantee is valid up to --/--/----- and we shall be released and discharged from all liabilities there under unless a written claim for payment under this guarantee is lodged on us in writing on or before --/--/----- irrespective of whether or not the original guarantee is returned to us.

Dated this _____ day of -----, 2007 at -----.
For (Name of the Bank)

Officer of the Bank:
(Address of Bank's Branch)
Place: -----
Date: --- /---/-----

WITNESS:

Signature

Name

_____ Official Address

APPENDIX F

SPECIMEN FOR RETENTION PAYMENT GUARANTEE

Date:

To,

[Name and address of Developer]

Dear Sir,

Guarantee No. _____

Amount of Guarantee: Rs. -----/-

Guarantee cover from --/--/---- to ---/---/-----

Last date for lodgement of claim --/--/----

In consideration of [Name of Developer], (hereinafter referred to as the 'Developer' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. ----- (Name of the Contractor) having its Registered/Head Office at ----- (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), having awarded a Contract by issue of Developer's Letter of Intent / Work Order No.----- dated ---/---/2009 and the same having been acknowledged and accepted by the Contractor, resulting in a Contract bearing LOI/Work order No. ----- dated --/--/2009 having value of Rs.----- (Rupees ----- Only) for -----(mention brief scope of the contract) and the Developer having agreed pursuant to the provisions of Contract to release the retention money amounting to Rs.-----/- (Rupees ----- Only) to M/s. -----(Name of the Contractor) to cope up with the work and for utilizing it for the expeditious execution of the Contract, on his furnishing the irrevocable and unconditional Bank Guarantee acceptable to the Developer.

We -----(Name of the Bank), -----(Address of the Bank's Branch) having its Head Office at ----- (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby irrevocably and unconditionally guarantee and undertake to pay the Developer, immediately on demand any or, all monies payable by the Contractor to the extent of Rs.-----/- (Rupees ----- Only) as aforesaid at any time up to --/--/---- without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Developer on the Bank shall be conclusive and binding notwithstanding any difference between the Developer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall continue to be enforceable till the Developer discharges this guarantee.

We, -----(Name of the Bank) further agree that the Developer shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and / or other terms and conditions on the basis of which the retention money amounting to Rs.-----/- (Rupees ----- Only) has been released and extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Developer on account thereof and the decision of the Developer that the said Contractor has committed such breach or breaches shall be final and binding on us.

We, -----(name of the Bank), further agree that the Guarantee here contained shall remain in full force and effect during the period that would be taken for the performance of the said Contractor and till all the dues of the Developer under the said Contract or by virtue of any of the terms and conditions agreed to have been fully paid and its claims satisfied or discharged and till the Developer certifies that the terms and conditions of the said Contract and other terms and conditions on the basis of which the retention money amounting to Rs.-----/- (Rupees ----- Only) has been released, have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee subject, however, that the Developer shall have no claim under the guarantee after ---/---/-----, unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period.

The Developer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity, from time to time to vary any of the terms and conditions of the said Contract and or the terms and conditions on this basis of which the retention money amounting to Rs.--- -----/- (Rupees ----- Only) has been released or to extend the time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to Developers and the said Bank shall not be

released from its liability under these presents by any exercise by the Developer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Developer or any indulgence by the Developer to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

It shall not be necessary for the Developer to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which the Developer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder, be outstanding or un-realized.

We, -----(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Developer in writing and agree that any change in the constitution of the said Contractor or the said Bank, shall not discharge our liability hereunder. If any further extension of this guarantee is required the same shall be extended to such required periods on receiving instructions from Developer, in whose favor this guarantee is issued.

Notwithstanding anything-contained hereinabove our liability under this guarantee is restricted to Rs.---- /-----/- (Rupees ----- Only) and will remain in force until ---/--/----- unless we on or before -- /---/-----receive a claim under this guarantee we shall be relieved and fully discharged from all liabilities hereunder.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of ----- at -----.

For ----- (Name of the Bank)

Officer of the Bank:

Bank's Branch Address

WITNESS:

(Signature)

(Name)

(Official Address)

APPENDIX G

FORMAT OF BANK GUARANTEE IN LIEU OF RETENTION MONEY IN INDIVIDUAL CONTRACTS

(ON STAMP PAPER OF RS. 100)

To,

[Name and address of Developer]

1. In consideration of (Name of Developer) having registered office at (address of Developer) (herein after called the "Developer" which expression shall unless repugnant to the subject or context include its successor and assigns) having agreed under the terms and conditions of contract bearing LOI/Work order no. _____ for (Name of Work) made between _____ (Name of Contractor) hereinafter called "the Contractor" which his heirs, executors administrators and assigns / its successors and assigns and the Developer in connection with (Name of Work) (there in after called "the said Contract") to accept a Deed of Guarantee as herein provided for Rs. _____ from a Nationalised Bank in lieu of the retention money to be paid by the Contractor in lieu of the deduction to be made from the Contractor's bills, for the due fulfilment by the Contractor of the terms and conditions contained in the said Contract, We the Bank (name of bank) constituted and established under the Banking Companies Acquisition and Transfer of Undertaking Act 1970 (hereinafter referred to as "the said Bank") and having our Head Office at _____ at the request of _____ (Contractor(s)) do hereby irrevocably and unconditionally guarantee and undertake to pay within two days to the Developer an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Developer by reason of breach or breaches by the said Contractor(s) of any of the terms and conditions contained in the said agreement, and to unconditionally pay the amount claimed by the Developer on demand and without demur to the extent expressed.
2. We _____ (indicate the name of Bank) do hereby irrevocably and unconditionally guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Developer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Developer by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. "We _____ (name of Bank) further agree that the Developer shall be the sole judge of and as to whether the Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Developer on account thereof and the decision of the Developer that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Developer from time to time shall be final and binding on us'.
4. We undertake to pay to the Developer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s)/supplier(s) shall have no claim against us for making such payment.
5. We, _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Developer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Engineer/Project Manager (PM), of _____ (indicate the name of Administrative) certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

6. We _____ (indicate the name of the Bank) further agree with the Developer that the Developer shall have the fullest liberty without our consent and without affecting in any manner our obligations herein under to vary any of the terms and condition of the said Contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Developer against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Developer or any indulgence by the Developer to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
8. We, _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Developer in writing.
9. A demand for payment under this Guarantee shall be made on us by the Developer in writing at the following address:

Name of the Bank:

Address:

and shall be deemed to have been sufficiently made after the writing containing the demand is deposited by the Developer by registered post prepaid in the post office box addressed as aforesaid or by hand delivery or fax and we shall pay the amount due within 2 (two) days from the receipt of notice in writing from and on behalf of the Developer.

Date the _____ day of _____ 20____

For and on behalf of the Bank

The above Guarantee is accepted by the Developer.

For and on behalf of the Developer

Date _____

(Name and Designation)*

APPENDIX H

Declaration for Statutory Compliance On letterhead of Contractors' company to be submitted monthly

Date: _____

To,
[Name and address of Developer]

Kind Attn: Mr. _____ - VP - Projects

Sub: Work Order No. _____ dated _____ for _____ Project at _____

Dear Sir,

We hereby confirm that we take full responsibility of statutory compliance with respect to our scope of work and further confirms that we have complied with all the laws, orders, regulations and other requirement (including the rules framed under the respective legislation) of the Central, State and other Government and Local Authorities which are applicable for the period starting from the date of the above referred work order, including, but not limited to:

Acts:

The Employees Provident Fund and Miscellaneous Provisions Act, 1952
Factories Act, 1948
The Employees State Insurance Act, 1948
The Industrial Dispute Act, 1947
The Workmen's Compensation Act, 1923
The Payment of Bonus Act, 1965
The Payment of Gratuity Act, 1972
The Payment of Wages Act, 1936
The Payment of Wages (Amendment) Act 2005
The Minimum Wages Act, 1948
The Contract Labour (Regulation & abolition) Act 1970
The Public Liability Insurance Act 1991
The Equal Remuneration Act 1991
The Maternity Benefit Act, 1961
The Air (Prevention and Control of Pollution) Act, 1981
Water (Prevention and Control of Pollution) Act, 1974
The Environment Protection Act, 1986
The Shops and Establishment Act, 1948
The Child Labour (Prohibition and Regulation) Act 1986
The Building and other construction workers welfare cess Act 1996

Rules:

Contract Labour (Regulations & Abolition) Central Rules, 1971
Industrial Disputes (Central) Rules, 1957
Minimum Wages (Central) Rules, 1950
Payment of Bonus rules, 1975

Thanking you,

Yours faithfully,
For

Partner / Proprietor / Director

In case of Partnership please check whether signing partner has an authority to do so.
In case of company resolution copy

APPENDIX I

Declaration for Statutory Compliance

To be submitted On Rs. 300/- Stamp Paper in the name of Contractor on quarterly basis.

Date: _____

To,
[Name and address of Developer]

Kind Attn: Mr. _____ - VP - Projects

Sub: Work Order No. _____ dated _____ for _____ Project at _____

Dear Sir,

We hereby confirm that we take full responsibility of statutory compliance with respect to our scope of work and further confirms that we have complied with all the laws, orders, regulations and other requirement (including the rules framed under the respective legislation) of the Central, State and other Government and Local Authorities which are applicable for the period starting from the date of the above referred work order, including, but not limited to:

Acts:

The Employees Provident Fund and Miscellaneous Provisions Act, 1952
Factories Act, 1948
The Employees State Insurance Act, 1948
The Industrial Dispute Act, 1947
The Workmen's Compensation Act, 1923
The Payment of Bonus Act, 1965
The Payment of Gratuity Act, 1972
The Payment of Wages Act, 1936
The Payment of Wages (Amendment) Act 2005
The Minimum Wages Act, 1948
The Contract Labour (Regulation & abolition) Act 1970
The Public Liability Insurance Act 1991
The Equal Remuneration Act 1991
The Maternity Benefit Act, 1961
The Air (Prevention and Control of Pollution) Act, 1981
Water (Prevention and Control of Pollution) Act, 1974
The Environment Protection Act, 1986
The Shops and Establishment Act, 1948
The Child Labour (Prohibition and Regulation) Act 1986
The Building and other construction workers welfare cess Act 1996

Rules:

Contract Labour (Regulations & Abolition) Central Rules, 1971
Industrial Disputes (Central) Rules, 1957
Minimum Wages (Central) Rules, 1950
Payment of Bonus rules, 1975

We undertake to indemnify and keep indemnified Developer being Principal Developer or in any other capacity and its Directors and Officers against any loss damages, penalty incurred due to non-compliance of the applicable statutory provisions including the above said laws, orders, rules regulations and other requirement by us.

Thanking you,

Yours faithfully,
For

Partner / Proprietor / Director

In case of Partnership please check whether signing partner has an authority to do so.
In case of company resolution copy

APPENDIX J

No Claim Certificate

To
Developer

Date:

Sub: No claim certificate

Ref:

Dear Sirs,

Kindly refer to the above mentioned work order/purchase order no. _____ dated _____ vide which you had entrusted us the work/supply of _____ at your project _____ located at _____.

Pursuant to the above, we had submitted our final bill dated _____ for Rs. _____ which has been passed by you for Rs. _____ and the same is acceptable to us.

We declare that upon the payment of Rs. _____ (the final bill amount passed by MLDL), we shall have no claim for non-payment, return of material, liquidated damages or claim of any other nature, whatsoever against MLDL and/or its directors, employees.

Pursuant to the above work, we confirm that we have paid all statutory dues and have fulfilled all statutory compliances including dues and compliances under prevailing labour laws.

We also confirm that we shall indemnify and keep MLDL indemnified at all times against any demand, cost, charges, losses or damages of whatsoever nature that arise or be incurred by MLDL due to our non compliances and non payment of statutory dues, as aforesaid.

We also understand, confirm and consent that MLDL has all rights to utilize/appropriate retention monies, performance/bank guarantee, any other security, submitted by us for the due and faithful performance of the aforesaid work including rectification of snags and defects during the defect liability period.

We have issued this No-Claim Certificate to you on our own accord.

Thank you,

Yours truly

APPENDIX K
DECLARATION, UNDERTAKING AND INDEMNITY
(To be submitted on Stamp Paper at the time of execution of the contract)

We, (Name of Contractor) _____ having its Registered/Head Office at -----
----- hereinafter referred to as the
'Contractor/Consultant/Architect/Service Provider' (which expression shall unless repugnant to the
context or meaning thereof, include its successors, administrators, executors and assigns) hereby
declare, confirm and undertake as under:

WHEREAS:

_____, (hereinafter referred to as the 'Developer' which
expression shall, unless repugnant to the context or meaning thereof include its successors,
administrators and assigns) has awarded to us a Contract by issue of Letter of Intent / Work
Order No.----- dated ---/---/20__ valued at Rs.----- (Rupees -----
----- Only) for -----(mention brief scope of the
contract).

The said Letter of Intent / Work Order No.----- dated ---/---/20__ has been
acknowledged and accepted by us , resulting in a Contract bearing No. -----
----- dated --/---/20__ (" the Contract")

In consideration of the award of the Contract, we (Name of
Contractor)_____ hereby agree, declare and undertake on
continuing basis that:

1. we are not (i) Restricted Parties and "Specially Designated Nationals and Blocked Persons"
maintained by any of the Sanctions Authorities and set out at the website links as provided
in the attached Schedule or (ii). listed on or owned by a Person listed on, any Sanctions
List; (ii) located in or incorporated under the laws of a country or territory that is the target
of country-wide or territory-wide Sanctions and listed on any Sanctions List.
2. We shall comply with all Applicable Laws, regulations in the performance of our obligations
under the Contract.
3. We are aware that, Developer has awarded the Contract to us and executed necessary
documents for the same based on the statements, representations, warranties, declarations
and undertakings made herein, and that we shall indemnify and keep indemnified Developer
immediately upon demand against all losses, damages, liabilities and costs, charges and
expenses which the Developer may suffer or incur owing to any breach of the statements,
representations, warranties, declarations or undertakings or if any of the statements,
representations, warranties, declarations or undertakings are misleading, incomplete or
false.

THE SCHEDULE ABOVE REFERRED TO

1. <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
2. <http://sdnsearch.ofac.treas.gov/>
3. <http://www.state.gov/t/isn/c15231.htm>
4. http://eeas.europa.eu/cfsp/sanctions/consol-list_en.htm
5. http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml
6. <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets>
7. <https://www.gov.uk/government/organisations/hm-treasury/series/financial-sanctions-regime-specific-consolidated-lists-and-releases>
8. <http://www.customs.gov.sg/stgc/leftNav/san/>
9. The Company to subscribe to: <http://www.worldcompliance.com/en/compliance-database/global-pep-list.aspx>

Authorized Signatory of the Contractor/

Place:

Date

Witnesses

1.

2.

APPENDIX L

ESCROW ACCOUNT AGREEMENT

(On Stamp Paper of Rs. 300/-)

This Escrow Agreement made at Mumbai this ____ day of August, 2013 between:

_____, a Company incorporated under the Indian Companies Act, 1866 and deemed to be a company under the Companies Act, 1956 having its registered office at(hereinafter referred to as the "**the Beneficiary**") which expression shall, unless it be repugnant to the subject or context thereof, include its successors), as Party of the **First Part; and**

....., a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as "**the Contractor**" which expression shall, unless it be repugnant to the subject or context thereof mean and include its successors), as Party of the **Second Part;**

AND

HDFC Bank Limited, a Banking Company incorporated under the Companies Act, 1956 and having its registered office at HDFC Bank House, SenapatiBapat Marg, Lower Parel (W), Mumbai – 400013 and one of its branch at, Mumbai (hereinafter referred to as "**the Escrow Agent**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors), as the **third Part.**

Beneficiary, Contractor are hereinafter collectively referred to as the "**Parties**"

WHEREAS:

A. The Beneficiary vide work order dated _____ have awarded contract to the Contractor to carry out construction work and develop a property bearingand measuringsquare meters or thereabouts, situated at thereinafter collectively referred to as "**the said Property**") on terms more particularly mentioned in the contract agreement;

B. Beneficiary and the Contractor are desirous of

The Parties are desirous for opening an escrow account with the Escrow Agent for routing all the project expenses for the purpose of completion of project through the Escrow agent on terms and conditions agreed in this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND CONFIRMED BY THE PARTIES AS FOLLOWS:

1. Appointment of Escrow Agent.

(a) The Beneficiary hereby nominate, appoint and constitute the Escrow Agent to act as an Escrow Agent for accepting the payment due to the Contractor as per the Contract agreement from Beneficiary and for releasing the same only in favor of the sub-contractor, vendor, person/s as per instruction of the Contractor and the Beneficiary.

(b) The Escrow Agent hereby agrees to act as an Escrow Agent and to accept the said payment in the Escrow Account by the Beneficiary as set out herein below, pursuant to the terms and conditions of this Agreement. The Escrow Agent shall hold and safeguard the Escrow Account, during the subsistence of this Agreement.

c) The Parties agree that:-

(i) No cheque book will be issued to the escrow a/c.

(ii) No signatures will be linked to the escrow a/c.

(iii) Specimen signatures of the authorized signatories of the Beneficiary are annexed hereto as Schedule "I" for verification only or authorized signatory nominated by MD and CEO from time to time through letter

The Borrower & the Escrow Bank agree that no person shall be Provided with cheque facility on the Escrow A/c and all transactions in the Escrow Accounts shall solely be undertaken by Escrow Agent only.

2. Establishment and Operation of Escrow Account as set out herein below

(a) The Contractor have opened a special segregated and irrevocable Escrow Account bearing Account No. _____ with the Escrow Agent at its _____ Branch (hereinafter referred to as "**the said Escrow Account** ") in a form and manner satisfactory to the Parties and it shall be maintained at all times until termination of this Agreement.

(b) The Beneficiary will transfer all the amounts due to the Contractor as per the terms of the Contract Agreement to the Escrow Account.

(c) The Contractor by a Disbursement Letter for doing RTGS/NEFT signed by Contractor and counter-signed by Beneficiary as per the format attached in Schedule-II instruct Escrow Agent to disburse the payments to the person/s as per the said Disbursement Letter.

(d) the Escrow Agent shall act only on the basis of the disbursement letter signed by the contractor and counter signed by the Beneficiary and release the amount to the said person/s as per the disbursement letter.

(c) Any act to be done by the Escrow Agent shall be done only on a Business Day, during normal banking business hours, and in the event that any day on which the Escrow Agent is required to do an act under the terms of this Agreement is not a Business Day, then the Escrow Agent shall do those acts on the next succeeding Business Day.

(d) The Parties agree that following shall be the signatories of the Beneficiary (whose signatures are annexed hereto as Annexure "I" for identification). Any one signatory of each Beneficiary must sign the disbursement.

(i) Mahindra Lifespace Developers Limited

(ii) Limited

3. Rights and obligations of the Parties.

The Parties agree and acknowledge that the Escrow Account has been opened specifically for the purposes of this Agreement. Accordingly, no cheques, demand drafts shall be issued and no credit facilities (by whatever name called) shall be granted or permitted in respect of the Escrow Account, provided always that this clause shall not prevent the Escrow Agent from issuing instruments for making of payment in accordance with the terms of this Agreement.

4. Deposits into the Escrow Account

I. Escrow Account has been funded by way of RTGS/ /Pay Order by the Beneficiary of the said Deposit. The name of the Escrow Account is "......-Escrow A/c".

5. Representation and Warranties.

(a) The Beneficiary and the Contractor hereby represent and warrant that:

i. The Beneficiary and the Contractor have all the requisite legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions, hereof.

ii. This Agreement constitutes the valid, legal and binding obligations of the Beneficiary and the Contractor enforceable in accordance with the terms hereof;

iii. There are no actions, suits or proceedings pending or, to Beneficiary and the Contractor knowledge, threatened against or affecting the Beneficiary and the Contractor before any court or administrative body or arbitral tribunal which might materially or adversely

affect the ability of the Beneficiary and the Contractor to meet and carryout the obligations under this Agreement.

iv. The execution and delivery of this Agreement by the Beneficiary and the Contractor has been duly authorized by all requisite action, and will not contravene any provision of, or constitute a default under, any other arrangement or instrument to which it is a part or by which it or its property may be bound;

(b) The Escrow Agent warrants with the Beneficiary and the Contractor that the Escrow Agent is licensed under the Banking Regulation Act, 1949 and validly existing under the laws of India and has all requisite legal power, authority and resources to enter into this Agreement and to perform its duties and obligations there under.

(c) The execution, delivery and performance of this Agreement and the said Agreement by the Beneficiary and the Contractor has been duly authorized by all requisite action and will not constitute a violation of any statute judgments, order, decree or regulation of any court, Indian Government or arbitral tribunal applicable or relating to the Beneficiary and the Contractor, their assets or their business.

6. Expenses

It is expressly agreed by and between the parties hereto that the Contractor shall bear and pay upfront all the costs, charges and expenses agreed between the Parties including the fees of the Escrow Agent's Advocate/s that may be incurred by the Escrow Agent on account of any litigation arising out of or in connection with this Agreement and the Escrow Agent shall not be required or liable to bear or pay any such costs and expenses in such event. In the event the Escrow Agent, without prejudice to its rights herein, happens to incur any such costs, charges and expenses (including fees of Escrow Agent's Advocate/s) as aforesaid, the same shall be reimbursed by the Beneficiary as aforesaid to Escrow Agent immediately upon demand from the Escrow Agent without raising any dispute.

The Beneficiary further agree and undertake to pay or reimburse to Escrow Agent immediately on demand without any dispute all costs, charges and expenses arising out of or in connection with this Escrow Agreement (including but not limited to opening up of Escrow Account of the Beneficiaries and costs, charges and expenses as stated in the foregoing paragraph) or incidental to the enforcement of any of the provisions of this agreement or in connection with any stamp duty, statutory taxes, charges, duty, etc. or duty required to be paid by Escrow Agent under this agreement or with respect to amendment, waiver or consent relating to this agreement

7. Escrow Fee

In consideration of the Escrow Agent agreeing to act and acting as the escrow agent hereunder, the Beneficiary shall pay to the Escrow Agent its agreed fee of Rs...TBD...../- (Rupees only) at the time of execution of this agreement.

8. Miscellaneous.

(a) All notices or communications given by or made as aforesaid by registered mail or recognized courier service shall be deemed to have been duly given or made when received. Any party may, by notice, change the address and/or address to which such notices and communications to it are to be delivered or mailed.

II. Except as otherwise expressly provided herein, all notices or other communications to or upon the parties hereto shall be given or made by registered mail or recognized courier service at the address mentioned in the cause title of this Agreement and (in case of urgency only by email correspondence to be sent to the respective Beneficiary on the below email id's promptly confirmed and acknowledged by registered mail or recognized courier service)

III. The Escrow Agent shall only close this Escrow Account upon receiving a written intimation from the Beneficiary or upon expiry/termination of this agreement as specified in termination clause 13 herein below, whichever is earlier.

9. The Escrow Agent shall not be liable for any claims arising out of any act, deed or thing done or omitted to be done by the Parties in pursuance of this Agreement or any instructions or notification save and except for willful negligence or default of the Escrow Agent.

10. The Parties hereto agree that the obligations of the Escrow Agent under this Agreement shall be limited as expressly set out in this Agreement.

11. The duties of the Escrow Agent are as expressly set out in this Agreement and no further implied duties or obligations shall be cast on the Escrow Agent or read into this Agreement against the Escrow Agent. The Escrow Agent shall not be deemed to be aware of or bound by the provisions of the said Contract agreement or any other agreement executed or arrived at between the Beneficiary except this Agreement.

12. Indemnity

Parties hereby agree to protect, defend, indemnify and hold harmless the other Party against any and all costs, charges, losses, claims, damages, disbursements, liabilities and expenses, including legal/litigation costs and attorney's fees as specifically stated in this Agreement, which may be imposed upon or incurred by such Party in connection with its acceptance of, or appointment as, Escrow Agent hereunder, or in connection with the performance of its duties hereunder, including any litigation arising out of this Agreement or involving the subject matter hereof except in the event of Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall have no liability towards any of the Parties for any loss or damage that any of the Parties hereto may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof unless occasioned by the gross negligence or willful misconduct of the Escrow Agent. In no event shall the Escrow Agent be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond Escrow Agent's reasonable control or for indirect, special or consequential damages.

The Parties acknowledge that the foregoing indemnities shall survive the resignation of the Escrow Agent or the termination of this Agreement.

13. Termination

- a)The Beneficiary and Escrow Agent shall have the right to exit / resign, without assigning any reason whatsoever, from this Agreement or terminate this Agreement by giving 60 (sixty) days' notice in writing to other Party. Upon expiry of the aforesaid notice period, the Escrow Agent shall, transfer the amount/s lying in the escrow account to such account as may be designated by the Beneficiary and informed in writing to the Escrow Agent, and the Escrow Agent shall stand discharged / released from all its obligations under this Agreement

14. Escrow Agent Role

In respect of any communications that are to be provided by the parties to the Escrow Agent in accordance with this transaction, the Escrow Agent shall be entitled to rely upon the contents of such communications as being true and the Escrow Agent shall not be liable to any party in the event of the contents of such communications being false or incorrect in any manner whatsoever.

In respect of any intimation to the Escrow Agent that any permission or approval has been obtained, the Escrow Agent shall be entitled to presume that such permission or approval has been duly obtained and is adequate, proper and valid and all conditions thereof have been duly fulfilled; and the Escrow Agent shall be entitled to rely upon such intimations and shall not be obliged to verify the contents, adequacy, validity or fulfillment of the conditions thereof.

The Escrow Agent shall not be liable if it acts on any instructions, which are unclear and/or ambiguous, and shall not be liable and responsible for the same. Without prejudice to the above, if any Instructions are unclear and/or ambiguous, the Escrow Agent may refer back to the Party issuing the Instructions for clarification and may not, in its absolute discretion and without any liability on its part, act upon the Instructions until any ambiguity or conflict has been resolved to its satisfaction.

14 Dispute Resolution:

All disputes, controversies and claims directly or indirectly arising out of or in relation to this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (including without limitation, this clause) (collectively "Disputes") shall be initially resolved in accordance with the proceedings set forth in this clause. The Parties will initially attempt to resolve all disputes amicably between themselves at an operational level, in consultation, where appropriate, with competent representatives of each Party. If a dispute cannot be resolved at an operational level, then, any Party may submit the matter to final, exclusive, binding arbitration as provided in the arbitration clause herein by so notifying the other Parties hereto.

15. Arbitration

If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question including the questions whether the termination of this Agreement has been legitimate and any dispute as to the existence or validity of this Agreement, the Parties hereto shall endeavour to settle such dispute amicably in accordance with Clause 14.

- a) In the case of failure by the Parties hereto to resolve the dispute in the manner set out above within 45 days from the date when the dispute arose, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the Beneficiary.
- b) The place of arbitration shall be Mumbai, India.
- c) The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, as amended from time to time.
- d) The proceedings of arbitration shall be held in the English language.

16. JURISDICTION

Subject to the clause 15 above , the Parties agree to submit to the exclusive jurisdiction of the competent courts in Mumbai.

17. Governing Law

In respect of any matter arising out of this Agreement, which involves the Escrow Agent, the Parties agree that the laws of India shall govern the interpretation, validity and performance of the terms of this Agreement.³

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the _____ day of August, 2013

SIGNED AND DELIVERED by the

Within named Beneficiary

By the hands of

Duly authorized vide Resolution Passed by its Board of Directors

Schedule I

List Of Authorized Signatories of Beneficiary

For the Beneficiary 1 :

1 Name: Specimen Signature: _ _ _ _ _

Title:

Schedule-II

Format of disbursement letter

SAFETY MANUAL

CHAPTER 01

1.0. THE MAIN CONTRACTOR.

1.1. RELATIONSHIP WITH THE CLIENT.

A close relationship and continuous interaction must be maintained with the client by the Project Manager of the main or managing contractor. The client does have specific safety and health requirements to be observed and co-operation with his contractor, throughout the contract is essential. The prospective main contractors are given information on which to base their tenders and at the Tender Stage; the prospective contractors are expected to understand fully the Scope and Design Intent of these provisions.

1.2. Selection of sub contractors.

Management contractors should select sub or works contractors, using the same criteria of practical safety policy. Again, it must be ensured that the terms of contracts include adequate provision for safe working and for specified safety and health items.

1.3. Planning.

Detailed planning should take the following matters into account

- Know hazardous operations, e.g., use of cranes and site transport, steel erection, excavation and false work, scaffolding, roof work, demolition, asbestos removal, etc.
- Requirement for plant and equipment to ensure safe working, or ease of handling.
- The sequence of work and its phasing between contractors, to minimise the possibility of one contractor placing another contractor's men at risk. Where appropriate, the segregation of contractors should be considered.
- The need to provide information, instruction and appropriate training, both on general site safety and on hazards specific in the site. The latter could range from restricted zones, permit-to-work systems and lifting operation, to the wearing of safety helmets.
- The need for fire precautions and emergency procedures.
- The need for environmental monitoring and health surveillance.
- Site security and foreseeable risks to the public, including the need for directional and warning signs
- Safe access across the site for persons, vehicles and plant. Thought should be given to arrangements for keeping the site tidy, accommodation for site staff, welfare, first aid and other facilities
- The provision of safe places of work at different stages of the job, including the provision of scaffolding for a number of sub or works contractors.

1.4. Control.

Sub and works contractors should be briefed about the safety policy and site rules of the main contractor at an initial safety meeting. Decisions on all other matters affecting safety and health should be laid down so that the responsibilities of all parties are made clear before contractors start work. Such matters should include.

- Appropriate precautions and work methods for identified hazards or hazardous work.
- Necessary plant and equipment and arrangements for its provision, maintenance use and inspection.

- The question of trade union or other workforce safety representation and the need for a joint safety committee.
- Arrangements for some form of induction training for new-starters on site.
- Arrangements for any specialist training.
- Arrangements for promulgating safety and health information, e.g. on site notice boards.

It is important that such safety and health arrangements are reviewed at the first project meeting, where the site management can set the tone for the conduct of work by resolving, at an early stage, any difficulties which may arise.

1.5 Co-ordination.

The Project Manager, appointed by the main contractor, must be totally responsible for compliance with health and safety code. He must appoint a Chief Safety Officer and form a Safety Committee along with operatives from sub vendors. This Safety Committee will be Chaired by the Client's representative and sit twice a week and report to the Project Controller. The Project Manager must take suitable arrangements to ensure the effective co-ordination of the work of all contractors on site. He should ensure that he is kept informed on a day to day basis, of progress and problems which arise. Clear lines of communication should be set up between each contractor and the Safety Officer of the Main Contractor. Operatives must also know whom to contact over safety and health matters requiring action or a decision. Such effective co-ordination will be enhanced by ensuring that 'safety and health' figures prominently on the agenda of regular project meetings. Safety Committee's weekly report must be submitted to the Project Controller in every Project Meeting.

1.6 Monitoring.

Arrangements must be made for safety and health monitoring of the site on a regular basis. This will include, not only ensuring the safety of such items as scaffolding excavations and plant but also environmental matter such as hazardous dust fume noise etc. In all cases, the Project Manager should ensure that daily site inspections are carried out, by Safety Officer, more in depth inspections being done periodically by visiting safety advisers. It may be necessary for arrangements to be made for specialist occupational health and hygiene advice. The Check List for daily inspection is given in the following Chapters.

1.7 Records.

The Contractor should ensure that all statutory notifications, examinations and inspections are carried out. A copy of all the documents should be submitted to the Engineer-in-charge for his record.

1.8 Standards.

The following standards shall be followed, unless more onerous provisions have been specified in the Safety Provisions given in this Code.

IS: 3696 (Part I) - 1966 Safety code for scaffolds and ladders: Part I Scaffolds

IS: 3696 (Part II) - 1966 Safety code for scaffolds and ladders: Part II Ladders

IS: 3764-1966- Safety code for excavation work.

IS: 4082-1977- Recommendations on stacking and storage of construction materials at site (first revision)

IS: 4130-1976- Safety code for demolition of buildings (first revision)

IS: 4912-1978 -Safety requirements for floor and wall openings, railings and toe boards (first revision)

IS: 5121-1969- Safety code for piling and other deep foundations

IS: 5916-1970- Safety code for constructions involving use of hot bituminous materials.

IS: 7205-1974- Safety code for erection of structural steel work.

IS: 7969-1975- Safety code for handling and storage of building materials.

IS: 8989-1978- Safety code for erection of concrete framed structures.

1.9 Non Compliance of Safety and Health Provisions:

The Compliance of the Safety and Health provisions are of utmost important to the Client. The prospective contractors must note that the client will take a serious view of any non compliance report of Safety Committee. Based on Safety Committee's report, the Client has a right to order stoppage of work till rectification is carried out to the satisfaction of the Safety Committee and all stoppages on this account will be at the entire risk , costs and consequences of the Contractor.

CHAPTER 2.0

2.0 CONTRACTOR'S SAFETY INSPECTION CHECKS LIST.

Contractor _____ **Contract No.** _____
Project _____
Location _____
Type of Work _____
Date _____ **Checked By** _____

Sr	ITEM	STATUS	(Inspector) REMARKS
3.0	ACCIDENT PREVENTION ORGANISATION.		
3.1	Trained First Aid Person		
3.2	First Aid Kit.		
3.3	Safety Material Posted.		
3.4	Emergency Phone # Posted.		
4.0	HOUSEKEEPING & SANITATION		
4.1	General neatness of working areas.		
4.2	Regular disposal of waste and trash.		
4.3	Passageways and walkways clear.		
4.4	Adequate lighting		
4.5	Projecting nails removed.		
4.6	Oil and grease removed.		
4.7	Waste containers provided and used.		
4.8	Sanitary facilities adequate and clean.		
4.9	Drinking water tested and approved.		
4.10	Adequate supply of water.		
4.11	Drinking cups, Clean Dispensers.		
5.0	FIRE PREVENTION.		
5.1	Fire extinguishers identified, checked, lighted.		
5.2	Hydrants clear access to public thoroughfare open.		
5.3	Good housekeeping.		
5.4	NO SMOKING posted and enforced where needed.		
6.0	PERSONAL PROTECTION.		
6.1	Hard-hats		
6.2	Noise Level Exposure.		
6.3	Eye Protection.		
6.4	Safety Lines & Belts.		
6.5	Life Jackets.		
7.0	ELECTRICAL INSTALLATION.		
7.1	Adequate well insulated wiring.		
7.2	Fuses & GFI provided.		
7.3	Fire hazards checked.		
7.4	Electrical dangers posted.		

Sr	ITEM	STATUS	REMARKS
8.0	HAND & POWER TOOLS		
8.1	Tools and cords in good condition.		
8.2	Proper grounding.		
8.3	All mechanical safeguards in use.		
8.4	Tools neatly stored when not in use.		
8.5	Right tool being used for the job at hand.		
8.6	Wiring properly installed.		
8.7	Enough men used to handle material.		
9.0	LADDERS.		
9.1	Stock ladders in good condition.		
9.2	Stock ladders not spliced.		
9.3	Properly secured, top and bottom.		
9.4	Side rails on fixed ladders extend above top landing.		
9.5	Built-up ladders constructed of sound materials.		
9.6	Rungs not over 12 inches on centre.		
9.7	Stepladders fully open when in use.		
9.8	Metal ladders not used around electrical hazards.		
9.9	Proper maintenance and storage.		
10.0	SCAFFOLDING.		
10.1	All structural members adequate for use.		
10.2	All connections adequate		
10.3	Safe tie-in to structure.		
10.4	Ladders and working areas free of debris, snow, ice, grease.		
10.5	Proper footings provided.		
10.6	Passerby protected from falling objects.		
10.7	Supports plumb, adequate cross bracing provided.		
10.8	Guard rails and toe boards in place.		
10.9	Scaffold machines in working order.		
10.10	Ropes and cables in good condition.		
11.0	HOISTS, CRANES & DERRICKS.		
11.1	Inspect cables and sheaves.		
11.2	Check slings and chains, hooks and eyes.		
11.3	Equipment firmly supported.		
11.4	Outriggers used if needed.		
11.5	Power lines inactivated, removed, or at safe distance.		
11.6	Proper loading for capacity at lifting radius.		
11.7	All equipment properly lubricated and maintained.		
11.8	Signalmen where needed.		
12.0	MOTOR VEHICLES.		
12.1	Brakes, lights, warning devices operative.		
12.2	Weight limits and load sizes controlled.		
12.3	Personnel carried in safe manner.		
13.0	BARRICADES.		
13.1	Floor openings planked over or barricaded.		
13.2	Roadways and sidewalks effectively protected.		
13.3	Adequate lighting provided.		
13.4	Traffic controlled.		

Sr.	ITEM	STATUS	REMARKS
14.0	HANDLING & STORAGE OF MATERIALS.		
14.1	Neat storage area, clear passageway.		
14.2	Stacks on firm footings, not too high.		
14.3	Men picking up loads, correctly.		
14.4	Materials protected from heat and moisture.		
14.5	Protection against falling into hoppers and bins.		
14.6	Dust protection observed.		
15.0	EXCAVATION & SHORING.		
15.1	Shoring of adjacent structures		
15.2	Shoring and sheathing as needed for soil and depth		
15.3	Public roads and sidewalks supported and protected.		
15.4	Materials not too close to the edge of excavation.		
15.5	Lighting at night.		
15.6	Water controlled.		
15.7	Equipment at safe distance from edge.		
16.0	CONCRETE CONSTRUCTION.		
16.1	Forms properly installed and braced.		
16.2	Adequate shoring, plumbed and cross braced.		
16.3	Shoring remains in place until strength is attained.		
16.4	Proper curing period and procedures.		
16.5	Check heating devices.		
16.6	Adequate runways.		
16.7	Protection from cement dust.		
16.8	Hard-hats, safety shoes, shirts covering skin.		
16.9	Nails and stripped form material removed from area.		
17.0	MASONRY.		
17.1	Proper scaffolding.		
17.2	Masonry saws properly equipped, dust protection provided.		
17.3	Safe hoisting equipment.		

CHAPTER 3.0

3.0 ACCIDENT PREVENTION ORGANISATION.

3.1 Trained First Aid Person

A contractor shall provide, or ensure that there is provided, such number of suitable persons as is adequate and appropriate in the circumstances for rendering first aid to his employees if they are injured or become ill at work: and for this purpose a person shall not be suitable unless he has undergone –

- a) Such training and has such qualifications as the Health and Safety Executive may approve for the time being in respect of that case of the class of case, and
- b) Such additional training, if any, as may be appropriate in the circumstances of that case.

In practice, (a) refers to a trained first aider and (b) to an occupational first aider. In addition, a person who holds a current first aid certificate issued by registered medical association or Indian Red Cross Society will be classed as a “Suitable Person” for the purposes of Regulation.

For most sites, the contractor should ensure that at least one first aider is normally present when the number of employees at work is between 50 and 150, there should be at least one additional first aider for every 150 or so should ensure that sufficient first aiders are appointed to provide adequate coverage for each shift. Provisions for medical care must be made available by the contractor for every employee covered by the regulations. In the absence of infirmaries, clinics, or hospitals in proximity to the work site, properly trained and certified first aid personnel must be available, and first aid supplies must be provided by the contractor. Appropriate equipment for transportation of injured personnel to a physician or hospital must be provided for.

3.2. First Aid Kit

Regardless of the number of employees there must be at least one first-aid box on site. Every first aider and occupational first aider should have easy access to first-aid equipment, and provision should be made for every employee to have reasonably rapid access to first aid. Each box should be placed in a clearly identified and readily accessible location, and contain a sufficient quantity of suitable first-aid materials and nothing else. Boxes and kits should be checked frequently to ensure they are fully stocked and all items are in a usable condition. Sufficient quantities of each item should always be available in every first aid box or cabinet.

Sr.No	Item	Numbers of Employees.				
		1-5	6-10	11-50	100	150
1	Guidance Card individually wrapped.	1	1	1	1	1
2.	Sterile adhesive dressings.	10	20	40	40	40
3.	Sterile eye pads with attachment.	1	2	4	6	8
4	Triangular bandages	1	2	4	6	8
5	Sterile coverings for serious wounds (where applicable)	1	2	4	6	8
6	Safety pins.	6	6	12	12	12
7	Medium sized sterile un medicated dressings.	3	6	8	10	12

Sr.No	Item	Numbers of Employees.				
8	Large sterile un medicated dressings	1	2	4	6	10
9	Extra Large sterile un medicated dressings.	1	2	4	6	8
10	Sterile water or saline in 300 ml disposable containers, where tap water is unavailable.	1	1	3	6	6

The first-aid box or cupboard should protect the contents from dampness and dust and be clearly marked with a white cross on green background.

3.2.1 First - Aid Rooms.

Where there is 250 or more person at work on site, a suitably staffed and equipped first-aid room should be provided. In addition, where there is a large (over 150) number of employees divided into several dispersed working groups, or the location of the site makes access to places of treatment outside it difficult, the contractor should consider whether a centralised first-aid room may be needed.

A first aid room should:

- a) Be under the charge of an occupational first aider in most circumstances; names and locations of all first aiders should be displayed.
- b) Be readily available and used only for the rendering of first aid
- c) Be clearly identified and of sufficient size to allow access for a stretcher, wheelchair, etc. and to hold a couch with space for people to work around it
- d) Contain in addition to the previously mentioned first aid materials ; a sink with hot and cold running water, drinking water, paper towels, impermeable work surfaces, clean garments for use by first aiders and occupational first aider's clinical thermometer a couch with pillow and blankets frequently cleaned
- e) Be heated, lighted, ventilated and cleaned regularly
- f) Be designed so that immediate contact can be made with the person on call, e.g. radio, siren, and a telephone link if feasible. It should be stressed that a sufficient number of first - aid boxes must be provided for any work area which is not within easy reach of the first aid room.

3.3 Emergency Phone # Posted.

Project Name _____ Project No. _____

The following are the business telephone numbers where project key personnel can be reached at all times. In addition, the emergency telephone numbers of other vital agencies are listed:

	BUSINESS	RESIDENCE
CLIENTS PROJECT CONTROLLER		
CHIEF PROJECT MANAGER		
SAFETY OFFICER (CONTRACTOR).		
OTHER EMERGENCY TELEPHONE NUMBERS		
FIRE		
AMBULANCE		
DOCTOR		
HOSPITAL		
POLICE		
GAS COMPANY		
ELECTRIC COMPANY		
WATER COMPANY		
TELEPHONE COMPANY		
INSURANCE CARRIER		
OTHER		
OTHER		
OTHER		

CHAPTER 4.0

4.0 HOUSEKEEPING & SANITATION

At the work site, an adequate supply of potable water must be provided, as well as clean drinking water dispensers. Potable water for cleanup must be provided. Where non potable water is used for industrial or fire fighting purposes it must be identified by appropriate signs.

CHAPTER 5.0

5.0 **FIRE PREVENTION.**

Electrical wiring equipment for heating, light, or power purposes must be installed in compliance with the requirements. Internal combustion engine-powered equipment must be located with exhausts well away from combustible materials. Smoking is to be prohibited in the vicinity of fire hazards, and such areas must be conspicuously posted. Care shall be taken properly to ground nozzles, hoses, or steam lines used in hazardous tankage or vessels.

In location of temporary buildings and yard storage, appropriate care shall be taken for proper separation to preclude an accumulation of fire potential. The contractor is responsible for maintaining the entire area, but particularly storage areas, free from accumulation of unnecessary combustible materials.

Site Fire Check List

1. Are safe ashtrays provided where smoking is permitted?
2. Are heaters properly guarded?
3. Are wet clothes kept clear of heaters?
4. Are portable heaters secure from being knocked over?
5. Is all temporary wiring well supported and protected?
6. Are any circuit's overloads?
7. Are all flammable liquids, gas cylinders and flammable materials separately and properly stored?
8. Are all gas appliances fitted with control taps?
9. Is rubbish being "burned in proper fashion"?
10. Is all flame cutting and welding taking place with proper precautions?
11. Are all blowlamps and blowtorches being used correctly?
12. Do all night watchmen and security patrols know the fire routines?

Preventing the spread of fire

1. Is waste accumulating in hoist shafts, under butts, in odd corners?
2. Are separate metal waste containers supplied for each of the following: oily rags, paint rags, paint scrapings, waste flammable liquids, wood shavings and off cuts?
3. Is all waste regularly cleared?
4. Are all huts safely sited?

Means of escape

1. Are all gangways, stairs and platforms free from obstruction?
2. Does everyone know what to do in emergency?
3. Is fire drill practised, and is there a system to ensure that all persons have evacuated the area?

Fire Fighting

1. Have all extinguishers been checked and / or recharged?
Are they clearly identified and easily accessible? Are operatives trained in their use

CHAPTER 6.0

6.0 **PERSONAL PROTECTION.**

Workers are often reluctant to use protection equipment. Such items should not only be suitable for their purpose but also be as comfortable as possible and acceptable to the workers concerned. Only then can efforts to ensure that equipment is worn or used prove successful.

All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use; and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials, cement and lime mortars / concrete shall be provided with protective footwear and protective gloves.
- b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eye-shields.
- d) Stone workers are employed in sewers and manholes, which are in use, the contractor shall ensure that man-holes cover are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- e) The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken :-
 - i) No paint containing lead or lead products shall be used except in the form of paste or ready.
 - ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
 - iii) Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

CHAPTER 7.0

7.0 **ELECTRICAL INSTALLATION.**

Contact of plant with un insulated overhead electric cables (over 200 volts) or electrical discharge due to plant coming into close proximity.

Electrical short circuit or overload causing explosion or fire resulting in stoppage of plant involved for more than 24 hours and which might have caused injury.

General Guidelines Electrical

1. Provide earth leakage protection (ELCB of 20mA) on every socket outlet and lighting circuits.
2. Use separate 15 A socket outlets also multi sockets are not to be used.
3. All socket outlets shall be shuttered type.
4. All wiring shall be properly colour coded.

Phase	-	Red / Yellow / Blue
Neutral	-	Black
Earth	-	Green.

5. Wiring shall be done only in rigid metal conduits. PVC and metal flexible are not to be used.
6. Fuses are not to be used. Only circuit breakers to be used.
7. Lighting protection as per IS: 2309 to be provided.

CHAPTER 8.0

8.0 **HAND & POWER TOOLS**

Hand and power tools must be maintained in a safe condition, whether furnished by the contractor or by the employee. When power-operated tools are designed to accommodate guards, they must be equipped with appropriate guards when in use. Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains and other moving parts of equipment must be guarded if the parts are exposed to contact by employees.

All hand-held power tools must be equipped with a constant pressure switch that shuts off when the pressure is released. Electric power-operated tools shall be of the approved double insulated type, or grounded in accordance with good electrical practice. Pneumatic power tools must be secured to the hose or whip by positive means. Safety clips or retainers must be maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.

Pneumatically driven nails, staplers, and similar equipment provided with automatic fastener feed that operate at more than 100 psi pressure at the tool must have safety devices on the muzzle to prevent the tool from ejecting fasteners, unless the muzzle is in direct contact with the work surface.

Hoses shall not be used for hoisting or lowering tools, and hoses exceeding ½-in inside diameter must have a safety shutoff at the source of supply to reduce pressure in case of a hose failure.

All fuel-powered tools must be stopped while being refuelled, serviced, or maintained.

Only trained employees may be allowed to operate a powder-actuated tool. Such tools must be tested each day before loading to see that the safety devices are in proper working condition, in accordance with manufacturer's recommended test procedure. Tools shall not be loaded until just prior to the intended firing time. Neither loaded nor empty tools are to be pointed at any employee, and hands shall be kept clear of the open barrelled end. Fasteners shall not be driven into very hard or brittle materials such as cast iron, glass block, face brick, hardened steel, or hollow tile. For driving into materials that are easily penetrated, appropriate backing must be available to prevent the pin fastener from passing completely through.

All employees using abrasive wheels must use eye protection, and other tools must be operated using appropriate personal safety equipment.

CHAPTER 9.0

9.0 **LADDERS**

Use of Ladders and Folding Step-Ladders.

- This regulation applies to all ladders and pairs of steps but not roof ladders and crawling boards.
- **Ladders must :**
 - a) **Be fixed near the top if practicable, or near the bottom if not: if suspended they must be secure,**
 - b) **Be placed (except when suspended) on a firm level base; they must not stand on loose packing (e.g. bricks),**
 - c) Be intermediately secured, where necessary, to prevent swaying and sagging, and
 - d) Be supported, or suspended, equally on each stile.
- If a ladder, standing on the ground, cannot be fixed to prevent slipping, then someone must hold it at the base when it is being used.
- A ladder which is not more than 3 m in length, need not be fixed or footed, provided it is securely placed so as to prevent it from slipping or falling. This exemption does not apply to ladders which are used as a means of communication between one working place and another, or to suspended ladders.
- Ladder must :
 - a) Extend at least 1.05 m above any landing place beyond the highest rung from which a person may be working, or have a nearby handhold of equivalent height.
 - b) Be placed so that there is space behind each rung for proper foothold (e.g. no rung should coincide with a scaffold tube).

CHAPTER 10.0

10.0 **SCAFFOLDING**

Collapse of any scaffold or part of a substantial part of the scaffold falling or overturning; also collapse or part collapse of the suspension arrangements of a slung or suspended scaffold, causing the platform or cradle to fall more than 5m.

10.1. **Provision of Scaffolds, ETC.**

Scaffolds must be provided for all work which cannot be safely done from the ground or part of the building.

Ladders, properly secured, can be used - but only for light work which can be done with one hand.

10.2. **Supervision of Work and Inspection of Material.**

Scaffolds must be erected, altered, or dismantled only under competent supervision and, as far as possible, by experienced persons. All scaffolding materials must be inspected before use to check that they are up to standard.

10.3. **Construction and Material.**

Sufficient sound material must be provided for a scaffold to be strong enough and stable enough for the job.

Wherever timber is used for any kind of scaffolding purpose, it must be of the right type for the job, be free from back and must not be painted so that any defects are hidden.

Scaffold tubes and fittings must not be bent, distorted or unduly rusty.

10.4. **Defective Material**

- Scaffold tubes, couplers or fittings that are bent unduly rusty or distorted should be rejected.

Timber with dangerous splits and knots should always be rejected.

- Ropes and lashings showing signs of chafing through wear, or of being corroded, should be rejected.
- All scaffold components must be properly stored when not in use and kept separately from all other building materials.

10.5. **Maintenance of Scaffolds.**

Scaffolding must be kept in good order and every effort made to prevent the accidental displacement of any part.

10.6. Partly Erected or Dismantled Scaffolds.

In any scaffold is either partly erected (or partly dismantled), but nevertheless is still capable of being used to some extent, it must have a bold warning notice fixed, or all access blocked off or barred, at the point beyond which it cannot be safely used.

10.7. Standards or Uprights, Ledgers and Putlogs.

- Scaffold standards should be vertical and spaced closely enough for the intended use of the scaffold.
- Base plates must be used. Timber sole plates should also be used to distribute the load from the standard over a wider area, as well as to offset possible local subsidence.
- Ledgers must be level and fixed to standards with right-angle couplers.
- Putlogs and transoms must be firmly fixed to ledgers or standards.

The flattened end of the putlog must be pushed right into the wall to provide maximum support.

- Putlogs and transoms should be spaced according to the expected load and the thickness of the boards to be used in the platform.

In normal use, putlogs and transoms should be spaced so that the spans of scaffold boards should not be greater than:

- 32 mm boards : 1 m
- 38 mm boards : 1.50 m
- 50 mm boards : 4.60 m

10.8. Ladders used in Scaffolds

- Ladders used as uprights must be :
 - a) Strong enough for the load,
 - b) Equally supported on each stile, and
 - c) Secured to prevent slipping.
- Ladders are only to be used to support a scaffold platform when the work is light, e.g. painting.

10.9. Stability of Scaffolds

- All scaffolds must be :
 - a) On a solid, even base; or suspended from a sound structure.
 - b) Braced to prevent failure, and
 - c) Tied to the building or structure unless specially designed to be completely independent.
- Any building or structure which supports a scaffold must be strong enough to carry the scaffold and its load.
- Mobile scaffolds must :
 - a) Be stable, weighted at the base if necessary.
 - b) Be used only on a flat, level surface.
 - c) have the wheels locked to prevent movement whilst being used for work, and

- d) Be pushed, or pulled only at the base when being moved.
- Scaffolds must not be built on loose bricks, drain pipes, chimney pots, etc. Bricks or blocks can be used to support a platform no higher than 600 mm from the ground or floor.

10.10. Slung Scaffolds

- a) Be strong enough,
- **b) Be properly secured to be overhead anchor-ages and to be platform frame,**
- c) Be spaced so as to keep the platform stable,
- d) Be vertical, and
- e) Be kept taut.

- No rope other than wire rope may be used for suspension.
- Packing must be used to prevent damage to suspension ropes or chains at any point where sharp or rough - edged protrusions could cause chafing.
- The platform must be secured to prevent swaying whilst in use.

10.11. Cantilever, Jib, Figure and Bracket Scaffolds.

Cantilever or jib scaffolds must be anchored to a structure which is strong enough to carry the total load. Outriggers must be long enough and strong enough and the scaffold must be braced to ensure stability.

Figure or bracket scaffolds supported by dogs or spikes must not be used if there is any danger of these pulling out of the brickwork or stone-work.

10.12. Support for Scaffolds, etc.

No part of the building may be used to support scaffolding unless it is strong enough to do so. Unless gutters have been designed as walkways and are strong enough to bear the weight, they must not be used to support scaffolding or ladders.

10.13. Suspended Scaffolds (Not Power Operated)

- The ropes, winches, blocks and tackle must be strong enough and correctly rigged. A safe anchorage for the suspension must be provided.
- Winches or similar lifting devices must :
 - a) Have brakes which apply when the operating lever is released, and
 - b) Be protected from the weather, falling dirt, etc.

- Outriggers must :
 - a) Be long enough and strong enough,
 - b) Be horizontal (light cradles are excepted),
 - c) Have stops at their outer ends (light cradles excepted)
 - d) Be tied down or properly counterweighted at the tail, and
 - e) Be close enough together to support the rails and scaffolds properly.

- Counterweights Must :
 - a) Be bolted or securely attached to the outriggers, and
 - b) Be at least three times the overturning moment or load.

- Platforms must be hung clear of the building or face of the structure.
- Runways must :

- a) Be strong enough and in good condition,
- b) Have stops at each, and
- c) Be bolted or tied securely to their supports.

- Suspension ropes or chains must :
 - a) Be properly secured, both overhead and to the frame of the platform, and
 - b) Be kept taut.

- Winches must :
 - a) Have at least two full turns of rope on the drum when the platform is in its lowest position, and
 - b) Be marked with the length of rope on the drum.

- Suspended scaffolds and associated equipment must be maintained in good condition. Platforms must be prevented from tipping or swaying whilst in use.
- Steel wire rope must be used for the suspension of all platforms other than lightweight cradles.

Lightweight cradles may be suspended by fibre ropes and pulley blocks which should not be more than 3.20 m apart. (only ropes recommended by manufacturers for this purpose should be used).

- Platforms of suspended scaffold must :
 - a) Be close boarded,
 - b) Be at least 430 mm wide on lightweight cradles.
be at least 600 mm wide on all other types, if used only for workmen, or
be at least 800 mm wide, if used for workmen and materials, and
 - c) Never be used to carry another higher platform.

Platforms should be as close as possible to the face of the building, but where persons sit on the edge of the platform to carry out their work, then the distance between platform and building can be up to 300 mm.

10.14. Boatswain's Chairs Cages, Skips etc. (Not Power Operated)

- Hand-operated boatswain's chairs, skips etc. must :
 - a) Be well constructed, strong enough, and properly maintained.
 - b) have outriggers strong enough and firmly anchored,
 - c) Have chains, ropes and lifting gear firmly secured to the outriggers above and to the chair, skip etc. The construction (lifting operations) regulations apply to the lifting gear,
 - d) Be designed so that the occupant cannot fall out,
 - e) Carry no loose materials which could interfere with the safety of the occupant,
 - f) Have means of preventing spinning and tipping (a swivel connection at the suspension point is strongly advised),
 - g) In the case of skips, be at least 910 mm deep, and
 - h) Be under the supervision of a competent person during installation and use.

- A boatswain's chair may only be used as a workplace when the work would not take long enough to make the use of a suspended (or standard) scaffold reasonably practicable.

CHAPTER 11.0

11.0 HOISTS, CRANES & DERRICKS

Safety of Hoist ways. Platforms and Cages.

- Hoist ways must be enclosed wherever access is provided or wherever persons could be struck by the platform or other moving parts. Gates must be fitted in the enclosure at all landing places and must normally be at least 2m high, but gates 910 mm high are acceptable where persons are not at risk of falling down the hoist-way or coming into contact with moving parts. Gates must be kept closed except for the movement of persons and materials; it is the duty of all persons to see that this is done.
- Hoist platforms and cages must be fitted with a device capable of supporting them, fully loaded, should hoists, ropes or driving gear fail.
- Hoists must be fitted with ver-run stops at the top.

Operation of Hoists.

- Hoists must only be capable of being operated from one position at a time, whether by rope, lever or switch. Hoists must not be operated from the cage.
- Where the hoist driver cannot see the platform or cage during its movement, a signalling system, which covers all landing places, must be used.

Safe working Load and Marking of Hoists.

- A) The platform of materials or goods hoists must carry a notice stating (I) the safe working load and (ii) that passengers must not ride on the platform.
-
- The safe working load must not be exceeded except for test purposes.
- B) Cages for passenger's hoists must carry a notice stating (i) the safe working load and (ii) the number of passengers permitted.
- No greater number of passengers may be carried and the safe working load must not be exceeded except for test purposes.

Cranes & Derricks

Manufacture's recommendations on operating conditions shall be followed by the contractor. Rated load capacities and recommended operating speeds and special hazard warnings or instructions must be conspicuously posted on all equipment visible to the operator while he is at his control station.

A boom angle indicator and a load-indicating device in good working order must be provided for cranes and derricks. Hand signals to crane and derrick operators shall be those prescribed by the applicable ANSI standards for the type of crane in use. Accessible areas within the swing radius of the rear of the rotating superstructure of a crane must be barricaded to prevent an employee from being struck or crushed by the crane.

In operating boom equipment, careful clearance shall be given to electrical distribution and transmission lines. For lines rated 50 kV or below, minimum clearance is 10 ft, whereas for loads rated over 50 kV, minimum clearance shall be 10 ft + 0.4 in per each kV over 50 - or use twice the length of the line insulator, but never less than 10 ft.

For hammerhead tower cranes, adequate clearance must be maintained between the moving and rotating structures and fixed objects to allow the passage of employees without harm. Employees required to perform duties on the horizontal booms of hammerhead tower cranes must be protected against falling by guard rails or by safety belts and lanyards. Overhead and gantry cranes must have the rated load of the crane plainly marked on each side, and if the crane has more than one hoisting unit, each must have its rated load marked on the load block in marking clearly legible from the ground or floor. All operation must be prescribed in ANSI B30.2, “Safety code for Overhead and Gantry Cranes”

Derricks in use must meet the applicable requirements for design, construction, installation, inspection, testing, maintenance, and operation prescribed in ANSI B30.6, “Safety code for Derricks”

CHAPTER 12.0

12.0 MOTOR VEHICLES

Motor equipment left unattended at night near areas where work is in progress must have appropriate lights, reflectors, or barricades to identify the location of the equipment. A safety tire rack, cage, or equivalent protection must be used when a worker is inflating, mounting, tires installed on split rims or rims equipped with locking rings. Heavy machinery that is suspended or held aloft by the use of slings, hoists, or jacks must be blocked or cribbed to prevent falling or shifting before employees are permitted to work under them. Bulldozer and scraper blades and similar equipment shall be either fully lowered or blocked when being repaired or when not in use. All controls must be in the neutral position and the motor stopped and brakes set, unless work being performed requires otherwise. Parked equipment must be checked and parking brakes set. All cab glass shall be safety glass. All vehicles must have a service brake system, an emergency brake system, and a parking brake system. Vehicles that require additional light shall have at least two headlights, as well as brake lights.

Other standard vehicles equipment such as seat belts, rear-view mirrors, and safety latches on operating levers shall be in accordance with standard vehicle codes, and state-inspected where appropriate.

CHAPTER 13.0

13.0 **BARRICADES**

- i) Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.
 - a) Hoisting Areas.
 - b) Areas adjudged hazardous by contractor or Client.
 - c) Owner's existing property subject to damage by Contractor's operations.
- ii) Contractor's employees and those of his subcontractors shall become acquainted with Project Managers barricading practice and shall respect the provisions thereof.

13.1. Guarding of Floor Openings and Floor Holes.

13.1.1 Every temporary floor opening shall have railings, or shall be constantly attended by someone. Every floor hole into which persons can accidentally fall shall be guarded by either:

- a) A railing with toe board on all exposed sides, or
- b) A floor hole cover of adequate strength and it should be hinged in place. When the cover is not in place, the floor hole shall be constantly attended by some one or shall be protected by a removable railing.

13.2. Every stairway floor opening shall be guarded by a railing on all exposed sides, except at entrance to stairway. Every ladder way floor opening or platform shall be guarded by a guard railing with toe board on all exposed sides (except at entrance to opening), with the passage through the railing either provided with a swinging gate or so offset that a person can not walk directly into the opening.

13.3. Guarding of Open-Side Floors and Platform.

Every open-sided floor or platform 120 cm or more above adjacent floor or ground level shall be guarded by a railing (or the equivalent) or all open sides, except where there is entrance to ramp, stair-way, or fixed ladder. The railing shall be provided with a toe board beneath the open sides wherever.

- a) Persons may pass;
- b) There is moving machinery ; or
- c) There is equipment with which falling materials could create a hazard.

CHAPTER 14.0

14.0 **HANDLING & STORAGE OF MATERIALS**

14.1 **Cement.**

- a) Storage and Stacking - Cement shall be stored at the work site in a building or a shed which is dry, leak proof and as moisture-proof as possible. The building or shed for storage should have minimum number of windows and close fitting doors and these should be kept closed as far as possible.

Cement received in bags shall be kept in such a way that the bags are kept free from the possibility of any dampness or moisture coming in contact with them. Cement bags shall be stacked off the floor on wooden planks in such a way as to keep them 150 to 200 mm clear from the floor and space of 450 mm minimum shall be left all-round between the exterior walls and the stacks. In the stacks the cement bags shall be kept close together to reduce circulation of air as much as possible. Owing to pressure on bottom layer of bags sometimes 'warehouse pack' is developed in these bags. This can be removed easily by rolling the bags when cement is taken out for use.

The height of stack shall not be more than 15 bags to prevent the possibility of lumping up under pressure. The width of the stack shall be not more than four bags length or 3 metres. In stacks more than 8 bags high, the cement bags shall be arranged alternately lengthwise and crosswise so as to tie the stacks together and minimise the danger of toppling over.

For extra safety during monsoon, or when it is expected to store for an unusually long period, the stack shall be completely enclosed by a water proofing membrane such as polyethylene, which shall close on the top of the stack. Care shall be taken to see that the waterproofing membrane is not damaged any time during the use.

Drums or other heavy containers of cement shall not be stacked more than two layers high.

The manner of storage shall facilitate the requirement that lots of cement received are removed and used more or less in the order in which they are received.

- b) HANDLING - Hooks shall not be used for handling cement bags unless specifically permitted by the engineer-in-charge.

14.2. **Polyethylene Pipes.**

- a) Storage & Stacking - Black polyethylene pipes may, be stored either under cover or in the open. Natural polyethylene pipes, however, should be stored under cover and protected from direct sunlight.

Coils may be stored either on edge or stacked flat one on top of the other, but in either case they should not be allowed to come into contact with hot water or steam pipes and should be kept away from hot surface.

Straight lengths should be stored on horizontal racks giving continuous support to prevent the pipe taking on a permanent set.

Storage of pipes in heated areas exceeding 27° C should be avoided.

- b) Handling - Removal of pipe from a pile shall be accomplished by working from the ends of the pipe.

14.3. Pipes of Conducting Materials.

- a) Storage and Stacking - Pipes shall be stacked on solid level sills and contained in a manner to prevent spreading or rolling of the pipe. Where quantity storage is necessary, suitable packing shall be placed between succeeding layers to reduce the pressure and resulting spreading of the pile.

In stacking and handling of pipes and other conducting materials, the following minimum safety distances shall be ensured from the overhead power lines:

11 kV and below	40m
Above 11 and below 33 kV	60 m
Above 33 and below 132 kV	70 m
Above 132 and below 275 kV	70 m
Above 275 and below 400 kV	50 m

- b) Handling - Removal of pipes from a pile shall be accomplished by working from the ends of the pipe. During transportation, the pipes shall be so secured as to insure against displacement.

14.4 Paints Varnishes and Thinners.

- a) Storage and Stacking - Paints, varnishes, lacquers, thinners and other flammable materials shall be kept in properly sealed or closed containers. The containers shall be kept in a well ventilated location, free from excessive heat, smoke, sparks or flame. The floor of the paint stores shall be made up of 10 cm thick loose sand.

Paint materials in quantities other than required for daily use shall be kept stocked under regular storage place.

Where the paint is likely to deteriorate with age, the manner of storage shall facilitate removal and use of lots in the same order in which they are received.

Temporary electrical wiring / fittings shall not be installed in the paint store. When electric lights, switches or electrical equipment are necessary, they shall be of explosion proof design.

- b) Handling - Ventilation shall be adequate to prevent the accumulation of flammable vapours to hazardous levels of concentration shall be provided in all areas where painting is done.

When painting is done in confined spaces where flammable or explosive vapours may develop, any necessary heat shall be provided through duct work remote from the source of flame.

Sources of ignition, such as open flame and exposed heating elements, shall not be permitted in area or rooms where spray painting is done nor shall smoking be allowed there.

Care should be taken not to use any naked flame inside the paint store. Buckets containing sand shall be kept ready for use in case of fire. Fire extinguishers when required shall be of foam type conforming to accepted standards.

Each workman handling lead based paints shall be issued 1/2 litre milk per day for his personal consumption.

14.5. Bitumen, Road Tar, Asphalt, etc.

- a) Storage and Stacking - Drums or containers containing all types of bitumen, road tar, asphalt, etc. shall be stacked vertically on their bottoms in up to 3 tiers. Leaky drums shall be segregated. Empty drums shall be stored in pyramidal midal stacks neatly in rows.
- b) Handling Bitumen / Tar - Bitumen / tar shall not be heated beyond the temperature recommended by the manufacturer of the product. While discharging heated binder from the boiler, workers shall not stand opposite to the jet so as to avoid the possibility of hot binder falling on them. The container shall be handled only after closing the control valve. While handling hot bitumen / tar, workers shall exercise scrupulous care to prevent accidental spillage thereof. The buckets and cans in which the hot material is carried from boiler shall be checked before use to ensure that they are intact and safe. Mops and other applicators contaminated with bituminous materials shall not be stored inside buildings.

14.6. Bituminous Roofing Felts.

- a) Storage and Stacking - Bituminous roofing felts shall be stored away from other combustible flammable materials. For long storage it shall be kept under shade.
- b) Handling - Bituminous roofing felts should be handled in a manner to prevent cracking and other damages.

14.7. Flammable Materials.

- a) Storage and Stacking - In addition the following provisions shall also apply :
 - 1) Outdoor storage of drums requires some care to avoid contamination because moisture and dirt in hydraulic brake and transmission fluid, gasoline, or lubricants may cause malfunction of failure of equipment, with possible danger to personnel. The storage area should be free of accumulations of spilled products, debris and other hazards.
 - 2) Compressed gases and petroleum products shall not be stored in the same building or close to each other.
- b) Handling - Petroleum products delivered to the job site and stored there in drums shall be protected during handling to prevent loss of identification through damage to drum markings, tags, etc. Unidentifiable petroleum products may result in improper use, with possible fire hazard, damage to equipment or operating failure.

Workmen shall be required to guard carefully against any part of their clothing becoming contaminated with flammable fluids. They shall not be allowed to continue work when their clothing becomes so contaminated.

CHAPTER 15.0

15.0 EXCAVATION & SHORING

Excavation and Trenching: All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 30 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground. Sides of a trench which is 1.5 meters 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 collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half of depth of trench, whichever is more cutting undermining or undercutting be done.

CHAPTER 16.0

16.0 CONCRETE CONSTRUCTION

16.1. **Handling of Plant.**

- 16.1.1. Mixers - All gears, chains and rollers of mixers shall be properly guarded. If the mixer has a charging skip the operator shall ensure that the workmen are out of danger before the skip is lowered. Railings shall be provided on the ground to prevent anyone walking under the skip while it is being lowered.
- 16.1.2. All cables, clamps, hooks, wire ropes, gears and clutches, etc, of the mixer, shall be checked and cleaned, oiled and greased, and serviced once a week. A trial run of the mixer shall be made and defects shall be removed before operating a mixer.
- 16.1.3. When workmen are cleaning the inside of the drums, and operating power of the mixer shall be locked in the off position and all fuses shall be removed and a suitable notice hung at the place.

16.2. **Trucks.**

When trucks are being used on the site, traffic problems shall be taken care of. A reasonably smooth traffic surface shall be provided. If practicable, a loop road shall be provided to permit continuous operation of vehicles and to eliminate their backing. If a continuous loop is not possible, a turnout shall be provided. Backing operations shall be controlled by a signalman positioned so as to have a clear view of the area behind the truck and to be clearly visible to the truck driver. Movement of workmen and plant shall be routed to avoid crossing, as much as possible, the truck lanes.

16.3. **Formwork.**

- 16.3.1. Formwork shall be designed after taking into consideration spans, setting temperature of concrete, dead load and working load to be supported and safety factor for the materials used for formwork.
- 16.3.2. All timber formwork shall be carefully inspected before use and members having cracks and excessive knots shall be discarded.
- 16.3.3. The vertical supports shall be adequately braced or otherwise secured in position that these do not fall when the load gets released or the supports are accidentally hit.
- 16.3.4. Tubular steel centering shall be used in accordance with the manufacturer's instructions. When tubular steel and timber centering is to be used in combination necessary precautions shall be taken to avoid any unequal settlement under load.
- 16.3.5. All centering shall be finally, inspected to ensure that:
 - a) Footings or sills under every post of the centering are sound.
 - b) All lower adjustment screws or wedges are snug against the legs of the panels.
 - c) All upper adjustment screws or heads of jacks are in full contact with the formwork.
 - d) Panels are plumb in both directions.
 - e) All cross braces are in place and locking devices are in closed and secure position.

- f) In case of CHHAJAS and balconies, the props shall be adequate to transfer the load to the supporting point.

16.4. Ramps and Gangways.

16.4.1. Ramps and gangways shall be of adequate strength and evenly supported. They shall either have a sufficiently flat slope or shall have cleats fixed to the surface to prevent slipping of workmen. Ramps and gangways shall be kept free from grease, mud, snow or other slipping hazards or other obstructions leading to tripping and accidental fall of a workman.

16.4.2. Ramps and gangways meant for transporting materials shall have even surface and be of sufficient width and provided with skirt boards on open sides.

16.5. Prestressed Concrete.

16.5.1. In pre-stressing operations, operating, maintenance and replacement instructions of the supplier of the equipment shall be strictly adhered to.

16.5.2. Necessary shields should be put up immediately behind the prestressing jacks during stressing operations.

16.5.3. Wedges and other temporary anchoring devices shall be inspected before use.

16.5.4. The prestressing jacks shall be periodically examined for wear and tear.

16.6. Erection of Prefabricated Members.

16.6.1. A spreader beam shall be used wherever possible so that the cable can be as perpendicular to the members being lifted as practical. The angle between the cable and the members to be lifted shall not be less than 60°.

16.6.2. Methods of assembly and erection specified by the designer shall be strictly adhered to at site. Immediately on erecting any unit in position, temporary connections or supports as specified shall be provided before releasing the lifting equipment. The permanent structural connections shall be established at the earliest opportunity.

16.7. Heated Concrete.

When heaters are being used to heat aggregates and other materials and to maintain proper curing temperatures, the heaters shall be frequently checked for functioning and precautions shall be taken to avoid hazards in using coal, liquid, gas or any other fuel.

CHAPTER 17.0

17.0 **MASONRY**

17.1. **Walls.**

17.1.1. **General** - Depending on the type of wall to be constructed the height of construction per day shall be restricted to ensure that the newly constructed wall does not come down due to lack of strength in the lower layers. Similarly, in long walls adequate expansion / crumple joints shall be provided to ensure safety.

17.2. **Opening in Walls** - Whenever making of an opening in the existing wall is contemplated, adequate supports against the collapse or cracking of the wall portion above or roof or adjoining walls shall be provided.

17.2.1. **Guarding of Wall Openings and Holes** - Wall opening barriers and screens shall be of such construction and mounting that they are capable of withstanding the intended loads safely. For detailed information reference may be made to good practice. Every wall opening from which there is a drop of more than 120 mm shall be guarded by one of the following;

- a) Rail, Roller, Picket Fence, Half Door or Equivalent Barrier - The guard may be removable but should preferably be hinged or otherwise mounted so as to be conveniently replaceable. Where there is danger to persons working or passing below on account of the falling materials, a removable toe board or the equivalent shall also be provided. When the opening is not in use for handling materials, the guards shall be kept in position regardless of a door on the opening. In addition, a grab handle shall be provided on each side of the opening. The opening should have a sill that projects above the floor level at least 2.5 cm.
- b) Extension platform into which materials may be hoisted for handling shall be of full length of the opening and shall have side rails or equivalent guards.

17.2.2. Every chute wall opening from which there is a drop of more than 120 mm shall be guarded by one or more of the barriers specified in 17.2.1. or as required by the conditions.

CHAPTER 18.0

18.0 **HEALTH STANDARDS**

18.1 **DRINKING WATER**

- a) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- c) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or any other source of pollution.

18.2 **WASHING FACILITIES**

- a) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- b) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- c) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

18.3 **LATRINES AND URINALS**

- a) Latrines shall be provided in every work place on the following scale namely:-
 - i) Where female are employed there shall be at least one latrine for every 25 females.
 - ii) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto first 100, and one for every 50 thereafter.

- b) Every latrine shall be under cover and so partitioned off as to secure privacy and shall have proper door and fastenings.
- c) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year, latrines shall not be of standard lower than borehole system.
- d)
 - i) Where workers of both sexes are employed, there shall be displayed out side each block of latrine and urinal, a notice in the language understood by the majority of the workers " For Men only " or " For Women only " as the case may be.
 - ii) The notice shall also bear the figure of man or woman, as the case may be.
- e) There shall be at least one urinal for male workers upto 50 and for female workers upto 50 employed at a time, provided that where the number of male or female workers, as the case may be exceeds 50, it shall be sufficient if there is one urinal for every 50 males or females upto the first 50 and one for every 100 or part thereafter.
- f)
 - i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

- ii) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of Public Health Authorities.
- g) Water shall be provided by means of tap or otherwise so as to conveniently accessible in or near the latrines and urinals.
- h) Disposal of excreta: Unless otherwise arranged by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- i) The contractor shall at his own expense , carry out all instructions issued to him by the Engineer-in-charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees of the site. The contractor shall be responsible for payment of any charges which may be levied by the municipal or cantonment authority for execution of such on behalf.

18.4 PROVISION OF SHELTER DURING REST

At every place there shall be provided , free of cost , four suitable sheds , two for meals and other two for rest separately for the use of men and women labour . The height of each shelter shall not be less than 3m from the floor level to the lowest part of the shed roof. These shall be kept clean and the space provided shall be on the basis of 0.6sq.m per head.

Provided that the Engineer-in-charge may permit subject to his satisfaction , a portion of building under construction or other alternative accommodation to be used for the purpose.

18.5 CRÈCHES

- I) At every work place , at which 20 or more women workers are ordinarily employed , there shall be provided two rooms of reasonable dimensions for the use of their children under at the age of six years . One room shall be used as a play room for the children and the other as their bedroom.
- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in playroom and sufficient number of cots and bedding in the bed room.
- iv) The contractor shall provide one aya to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

18.6 CANTEENS

- I) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering 100 or more are ordinarily employed , an adequate canteen shall be provided by the contractor for the use of such labour .
- ii) The canteen shall be maintained by the contractor in an efficient manner.
- iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- iv) The canteen shall be sufficiently at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or colour washed at least once a year .The inside walls of the kitchen shall be lime washed every four months.
- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Suitable arrangements shall be made for the collection of disposal of garbage.
- viii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause nuisance.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.

- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one sq.m per diner to be accommodated as prescribed in sub-rule (ix).
- xi) a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for efficient running of canteen.
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- xii) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
- xiii) Sufficient tables stools or benches shall be available for the number of diners to be accommodated as prescribed in sub rule (ix).
- xiv) The food stuff and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour .
- xv) The charges for food stuffs, beverages and other items served in the canteen shall be based on ‘No profit No loss’ and shall be conspicuously displayed in the canteen.
- xvi) In arriving at the price of foodstuffs, and other article served in the canteen , the following items shall not be taken into consideration as expenditure namely :-
 - a) The rent of land and building.
 - b) The depreciation and maintenance charges for the building and equipment provided for the canteen.
 - c) The purchase, repairs and replacement of equipment including furniture , crockery, cutlery and utensils.
 - d) The water charges and other charges incurred for lighting and ventilation.
 - e) The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

18.7 ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by Engineer-in-charge including the filling up of any borrow pits which may have been dug by him.

CHAPTER 19.0

19.0 RECORD OF FIRST AID TREATMENT.

Project Data: _____

Project:

Location:

Injured Data:

Name:

Employer:

Employer's Supervisor:

Injury Data:

Date:

Time:

Description of Injury:

First Aid Treatment:

Treatment administered by:

Type of treatment administered:

Referred for Medical Treatment:

_____ No

_____ Yes.

Doctor _____

Hospital _____

Report Prepared By:

Treatment Received By:

Date:

Date:

CHAPTER 20.0

20.0 DAMAGE REPORT FORM

Contract _____

Plant and equipment affected. _____

Serial numbers or identifying marks _____

Owner of plant or equipment _____

Place, date and time of incident _____

Circumstances of incident _____

Details of damage _____

Names of operators involved (if not Company employers, also give details of such contractors concerned) _____

Were normal working methods used ? _____

Contributory causes of incident _____

Names of witness _____

(attach statements) _____

Preventative action proposed or taken _____

Signature of Site Agent or Manager _____

Date _____.

CHAPTER 21.0

21.0 PERSONNEL ACCIDENT REPORT FORM.

Division / Dept (if applicable) _____

Contractor _____

Full name and address of injured person (IP) _____

Occupation of IP _____ Age of IP _____

Employed (state if self - employed or under training) _____

Trade of sub contractor (where applicable) _____

Particulars of accident:

Date and time of accident _____

Exact place where accident happened. _____

What was IP doing at time of accident? _____

Did IP cease work? _____

First air or hospital treatment. _____

Time lost (state if IP is still off work) _____

Brief description of accident, giving dimensions where applicable _____

Details of tools, equipment plant or machinery. _____

What protective clothing / equipment was being worn / used by IP? _____

Nature of injury and part of the body injured. e.g. punctured foot, hand, broken leg. _____

Contributory factors:

Unsafe system of work YES/NO _____

Lack of training, supervision etc. YES/NO _____

Environmental Conditions (wind, rain, ice, etc.) YES/NO _____

State of equipment (faulty brakes, damaged lifting gear, etc.) YES/NO _____

Housekeeping (untidy access, nails in timber. etc) YES/NO _____

Other _____

Delete as appropriate and give details.

Names and address of witness _____

If reportable:

Date and time Safety Officer informed by Telephone _____

Preventative action taken or proposed _____

Signature of Site Agent or Manager _____

Date _____

SECTION 4: CONTRACT DATA

Contract Data

1. The following documents are also part of the Contract:
 - The Schedule of Other Contractors working simultaneously in the area if any
 - The Schedule of Key Personnel organogram to be submitted along with Bio data of Key Personnel for approval of Engineer in Charge
 - The Methodology and Program of Construction
 - The Schedule of Key and Critical equipment to be deployed on the work as per agreed program of construction

2. The **Employer** is:
Mahindra World City (Jaipur) Limited
SEZ Project Office,
Vill & PO – Kalwara,
Tehsil- Sanganer, Dist-Jaipur -302029
Phone No: 0141-3003402/ 3003411
Fax : 0141-3003474, 2243060

Authorized Representative: **HEAD (Operation & Maintenance)**

4. The Name and identification number of the Contract is **Landscape Maintenance Works in eVolve, IT/ITES Multiproduct SEZ Zone for FY 19-20 at Mahindra World City, Jaipur** the number is

MWCJL/O&M/LANDSCAPE MAINTENANCE WORK/SEZ/2018-19/T-013

. The Works consist of **Landscape Maintenance of SEZ Zone at Mahindra World City, Jaipur** as described in detail under the caption “Scope of Work” in the Special conditions of Contract.

6. The Date of Commencement shall be the date specified in the Letter of Intent of the work.

7. The Intended Completion Date for the whole of the Works is FY-19-20 **(ONE YEAR)** reckoned from the date of commencement as indicated in the letter of Intent, issued by the Employer. The work shall have the following milestones

8. **Milestone dates:**

<u>Physical completion of works</u>	<u>Period from the date of commencement of work</u>
Milestone 1	will be given at the time of award
Milestone 2	will be given at the time of award
Milestone 3	will be given at the time of award

9. The Contractor shall submit a work schedule including the commencement date, to reflect the ground realities and adhering to the schedule of milestone indicated above. This revised work schedule shall be submitted within 5 days of delivery of the Letter of Intent.

10. The Site Possession Date shall be the date within seven days from the date of issue of letter of Intent.

11. The Site is located at **Mahindra World City (Jaipur) Limited, Multiproduct SEZ. Village: Kalwada, Tehsil : Sanganer, District: Jaipur, PIN- 302029**

12. The Defects Liability Period -N.A.
13. **Service Level Agreement to be adhered as per mutual agreement.**

14.. Insurance requirements are as under:

Sr. No.	Policy for	Insurance cover required
1	Contractor's All Risk Insurance for works	-N.A.-
2	Loss or damage to Employer's Equipment	By Contractor Contractor shall be liable and cost to be borne by Contractor
3	Other Employers property	By Contractor Contractor shall be liable and cost to be borne by Contractor
4	Personal injury or death insurance: a) Third Party	By Contractor Contractor shall be liable and cost to be borne by Contractor
	b) For Contractor's Employee	By Contractor Contractor shall be liable and cost to be borne by Contractor Contractor should ensure such insurance is in force through out the Contract period (Including defect liability period) and necessary proof to be submitted before the commencement of the project and at least a fortnight before the expiry of current insurance. The Contractor should indemnify and include in the policy the Employer
(iii)	Motor Vehicle Insurance	By Contractor as per statutory requirements, covering third Party liability.
	Third Party liability insurance (Including the name of Employer)	By Contractor Minimum cover Rs. 10 Lacs.
	Contractor's Equipments (Including liability arising out of usages of such equipment)	By Contractor.

15. The language of the Contract documents is English
16. The law which applies to the Contract is the laws of Republic of India
17. The currency of the Contract is Indian Rupees.
18. The proportion of payments retained (retention money) shall be 5 % from each bill to be released within 30 days after completion of defect liability period.
19. The liquidated damages for the whole of the works are 0.5% of the Contract value per week or part or part thereof .
20. The maximum amount of liquidated damages for the whole of the works is five percent (5%) of final Contract price.
21. Deleted
22. The amounts of the advance payment are:

<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>
1. Mobilization	10%	Against BG

(The advance payment will be paid to the Contractor no later than 15 days after fulfilment of the above conditions, if any).

23. Performance Bank Guarantees shall be exclusively issued by following Banks -:

- HDFC BANK LTD
- KOTAK MAHINDRA BANK LTD
- YES BANK
- AXIS BANK LTD
- STATE BANK OF INDIA

24. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price:

25. Performance Security shall be for 5% per cent of Contract price to be submitted prior to signing the Contract. Performance Security shall be released within 30 days after the completion of Contract period.

26. The standard form of Performance Security acceptable to the Employer shall be an unconditional and irrevocable Bank Guarantee of the type as presented in Section 5 of the Bidding Documents and valid for one month after the issue of the completion certificate.

27. During the contract period, any kind of Bank Guarantee acceptable to the employers shall be renewed by the contractor time to time.

27. N.A

28. The following events shall also be fundamental breach of Contract:

28.1 The Contractor has contravened any Clause / sub-Clause of the General Condition of Contract.

28.2 The Contractor does not adhere to the agreed construction program and agreed environmental management plan and also fails to take satisfactory remedial action as per Agreements.

28.3 The Contractor fails to carry out the instructions of Engineer in Charge within a reasonable time determined by the Engineer in Charge in accordance with General Condition of Contract.

SECTION 5: FORMS OF SECURITIES

Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

Annex A: Performance Bank Guarantee

Annex B: Bank Guarantee for Advance Payment

PERFORMANCE GUARANTEE

M/s. Mahindra World City (Jaipur) Limited,
411, Neelkanth Towers,
Bhawani Singh Marg,
C-Scheme, Jaipur - 302021.

This Deed of guarantee (hereinafter referred to as “**Guarantee**”) made on this date by, a scheduled bank with its head office at (hereinafter referred to as the “**Bank**”) of the first part in favour of M/s. Mahindra World City (Jaipur) Limited, a company incorporated under Companies Act, 1956 and having its office at 411, Neelkanth Towers, Bhawani Singh Marg, C-Scheme, Jaipur - 302021. (hereinafter referred to as “**MWCJ**” which expression shall, unless repugnant to the meaning and context here to, include its affiliates, successors and assigns) of the other part.

WHEREAS:

- A. M/s. Mahindra World City (Jaipur) Limited is developing a special economic zone at Jaipur called “Mahindra World City, Jaipur” (hereinafter referred to as “**SEZ**”);
- B. On the assurance of M/s.....having its office at (hereinafter referred to as “**Contractor**”) that they are having the necessary infrastructure and capacity to undertake construction of at Mahindra World City Jaipur (Rajasthan)..... package at the SEZ to the quality, specifications and time frame as per the terms and conditions stipulated by MWCJ, MWCJ and Contractor have entered into a contract ref: **MWCJL//** dated (hereinafter referred to as “**Contract**” which expression shall include any agreed amendments or modifications thereto) to execute the work within the SEZ in accordance with the terms and conditions of such Contract;
- C. Contractor has, by its acceptance to enter into the Contract with MWCJ has agreed to furnish a bank guarantee to MWCJ to ensure timely and satisfactory performance and completion of the work as per terms of the Contract;
- D. The Bank has, at the request of the Contractor, agreed to grant in favour of MWCJ, a guarantee to secure performance by Contractor of its obligations under the said works contract.

NOW THIS GUARANTEE WITNESSES AS FOLLOWS:

1. The Bank hereby unconditionally, unequivocally and irrevocably guarantee to MWCJ and agrees and undertakes that if in the sole and unfettered opinion of MWCJ, Contractor has failed to perform its obligations under the said Contract and any amendments or modifications thereto, the Bank shall upon demand of MWCJ forthwith pay to MWCJ, without demur, contestation or dispute, without reference to Contractor, the amount set forth in certificate by MWCJ as the amount of loss / claim / damage / cost / expense arising or likely to arise out of breach or non fulfilment of the said Contract. Any such certificate or demand by MWCJ on the Bank, shall be conclusive as regards the amount due and payable by the Bank to MWCJ under this Guarantee, notwithstanding any dispute between Contractor and MWCJ as to the liability for or quantum of loss / damage / claim / costs / expenses and notwithstanding any notice by Contractor to the Bank withhold or not to pay any amount to MWCJ against this Guarantee either before or after invoking of this Guarantee by MWCJ Provided always the total liability of the Bank hereunder shall be limited to Rs./- (Rupees Only).

2. This Guarantee of the Bank shall be effective immediately from the date hereof and shall be in force for till a certificate is issued by MWCJ to the Bank in accordance with Clause 4 of this Guarantee or the claim expiry date of this guarantee i.e.whichever is earlier. If a demand issue served, before the claim expiry date, this Guarantee shall continue in full force and effect in respect of the amount so demanded until the obligation of the Bank in respect hereof is finally determined and the payment made to MWCJ.
3. The Bank agrees that MWCJ has the fullest liberty, without affecting in any manner the Bank's obligations hereunder, to vary any of the terms and conditions of the said Contract, to extend the time of performance by the Contractor from time to time and to forbear from enforcing any of the terms of the said Contract without any notice to or the consent of the Bank and the Bank shall not be released from its liability under this Guarantee by reason of any such variation or extension or forbearance being granted to Contractor. The Bank agrees that MWCJ has no obligation whatsoever to exercise its rights against collateral, if any, of Contractor but may immediately call on this Guarantee.
4. This Guarantee herein contained shall remain in valid and effect till MWCJ certify that the terms and conditions of the said Contract have been fully and properly carried out and that the Contractor has fulfilled all its obligations under the Contract and that MWCJ has no claim against the Contractor on any account against the said Contract or the expiry date whichever is earlier.
5. Only neglect or forbearance, on the part of MWCJ, in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of the time for the payment hereto shall in no way relieve the Bank of their liability under this Guarantee.
6. The Bank shall not revoke this Guarantee during its currency except with the previous consent in writing of MWCJ.
7. Any notice or communication under this Guarantee shall be in writing and shall be served on the Bank at its address first hereinbefore mentioned and to MWCJ at its address first hereinbefore mentioned. Either party may notify to the other in writing any change in such address for service of notice upon it. The notices shall be served personally against acknowledgement or by Email or by Registered Post.
8. This Guarantee shall not be affected by any change in the constitution of the Bank or of Contractor or of MWCJ.
9. This Guarantee shall be governed by the applicable laws of India.
10. The expression "The Bank" and "the Contractor" hereinbefore used shall include their respective successors and permitted assigns.

Notwithstanding anything contained herein above in the Bank Guarantee.

- 1- Our liability under this Bank Guarantee shall not exceed Rs./- (Rupees Only) This Bank Guarantee shall be valid up to
- 2- We shall be liable to pay any amount under this Bank Guarantee or part thereof only and only if we received (if your serve upon us) a written claim or demand under this Guarantee up to at

ANNEXURE –B

ADVANCE BANK GUARANTEE

Bank Guarantee Bond (RE : Mobilization Advance)
 M/s. Mahindra World City (Jaipur) Limited,
 411, Neelkanth Towers,
 1, Bhawani Singh Road,
 C-Scheme, Jaipur
 Rajasthan – 302001.

B.G NO	
B.G DATE	
B.G AMOUNT	
DATE OF EXPIRY	

This Bond (hereinafter referred to as “Guarantee”) made this (date)..... by(Name of the bank), a scheduled bank with its head office at(address of the bank). (Hereinafter referred to as the “Guarantor”) of the first part in favour of M/s. Mahindra World City (Jaipur) Limited, a company incorporated under Companies Act, 1956 as amended in 2013 and having its office at 411, Neelkanth Towers 1 Bhawani Singh Road, C-Scheme, Jaipur, Rajasthan – 302001. (Hereinafter referred to as “MWCJ” which expression shall, unless repugnant to the meaning and context here to, include its affiliates, successors and assigns) of the other part.

WHEREAS:

A. M/s. Mahindra World City (Jaipur) Limited is developing a special economic zone at Jaipur called “Mahindra World City, Jaipur” (hereinafter referred to as “SEZ”);

B. On the assurance of(Vendor name with complete address). (Hereinafter referred to “Contractor”) that they are having the necessary infrastructure and capacity to undertake construction of at Mahindra World City Jaipur (Rajasthan) package at the SEZ to the quality, specifications and time frame as per the terms and conditions stipulated by MWCJ, MWCJ and Contractor have entered into a Contract Ref. No..... **dated** (Hereinafter referred to as “Contract” which expression shall include any agreed amendments or modifications thereto) to execute the work of At (Mention zone) in Mahindra World City (Jaipur) Limited, Jaipur within the SEZ in accordance with the terms and conditions of such Contract.

C. And whereas MWCJ has agreed to pay the said Contractor a sum of **Rs..... (Rupees Only)** as Mobilisation Advance as per terms and conditions of the above said Contract, that the said Contractor shall submit in favour of the MWCJ and an unconditional, unequivocal and irrevocable Bank Guarantee for an equal amount valid till completion period i.e.

D. The said Contractor has agreed to refund to the Company the balance un-recovered sum in the event of the said Contract Ref No. **PO. Dated** being terminated or coming to as end for whatsoever reason.

E. We the Guarantor, at the request of the Contractor, agreed to guarantee in favour of MWCJ, a guarantee to advance payment made by MWCJ to the Contractor.

NOW THIS GUARANTEE WITNESSES AS FOLLOWS:

1. The Bank hereby unconditionally, unequivocally and irrevocably guarantee to MWCJ and agrees and undertakes that if in the sole and unfettered opinion of MWCJ, Contractor has failed to pay the amount equivalent to **Rs..... (Rupees Only)** given as advance by MWCJ to the Contractor (hereinafter referred to as “**Advance**”) within the time stipulated in the Contract, the Bank shall upon demand of MWCJ forthwith pay to MWCJ without demur, contestation or dispute, without reference to Contractor, amount equivalent to Advance. Any such certificate or demand by MWCJ on the Bank, shall be conclusive as regards the amount due and payable by the Bank to MWCJ under this Guarantee, notwithstanding any dispute between Contractor and MWCJ as to the liability for or quantum of loss / damage / claim / costs / expenses and notwithstanding any notice by Contractor to the Bank withhold or not to pay any amount to MWCJ against this Guarantee either before or after invoking of this Guarantee by MWCJ Provided always the total liability of the Bank hereunder shall be limited to **Rs.....(Rupees Only).**

2. This Guarantee of the Bank shall be effective immediately from the date hereof of receipt of advance payment in the A/c of maintained with us and shall be in force for till a certificate is issued by MWCJ to the Bank in accordance with Clause 5 of this Guarantee unless a claim or demand in writing is served upon the Bank by MWCJ. If a demand is so served, this Guarantee shall continue in full force and effect (notwithstanding the expiration date) in respect of the amount so demanded until the obligation of the Bank in respect hereof is finally determined and the payment made to MWCJ.

3. The Bank agrees that MWCJ has the fullest liberty, without affecting in any manner the Bank’s obligations hereunder, to vary any of the terms and conditions of the said Contract, to extend the time of performance by the Contractor from time to time and to forbear from enforcing any of the terms of the said Contract without any notice to or the consent of the Bank and the Bank shall not be released from its liability under this Guarantee by reason of any such variation or extension or forbearance being granted to Contractor. The Bank agrees that MWCJ has no obligation whatsoever to exercise its rights against collateral, if any, of Contractor but may immediately call on this Guarantee.

4. The Bank agrees that MWCJ has the fullest liberty, without affecting in any manner the Bank’s obligation hereunder, to assign this guarantee in favour of any MWCJ Branch in India without the consent of but with prior intimation to, the Bank, and the Bank shall not be released from its liability under this Guarantee by reason of any such assignment. The Bank shall forthwith, on receipt of such intimation; undertake necessary endorsements or amendments hereto to incorporate the assignment in favour of such MWCJ affiliate assignee.

5. This Guarantee herein contained shall remain in force and effect till MWCJ certify that the Contractor has dully paid the Advance back to MWCJ. The Bank shall be released of its liabilities and obligations under this Guarantee only after such a certificate as aforesaid are issued by MWCJ to the Bank orwhich occurs earlier.

i) The Bank shall not revoke this Guarantee during its currency except with the previous consent in writing of MWCJ.

ii) Only neglect or forbearance, on the part of MWCJ, in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of the time for the payment hereto shall in no way relieve the Bank of their liability under this Guarantee.

However, this guarantee shall in any case will cease to be in effect after and any demand under this guarantee should reach us on or before the said date.

6. Any notice or communication under this Guarantee shall be in writing and shall be served on the Bank at its address first hereinbefore mentioned and to MWCJ at its address first hereinbefore mentioned. Either party may notify to the other in writing any change in such address for service of

notice upon it. The notices shall be served personally against acknowledgement or by Registered Post / Fax / Telex.

7. The Bank hereby agrees that their liability hereunder shall not be discharged or released or altered or impaired in any manner by any change in the constitution structure or our Bank or by merger or amalgamation by our Bank with any other Bank, Company, Corporation or Body.

8. The Bank hereby agrees that their liability hereunder shall not be discharged or released or altered or impaired in any manner by any change in the constitution structure or powers of the said, Contractor or of the MWCJ.

9. This Guarantee shall be governed by the applicable laws of India.

10. The expression "The Bank" and the Contractor hereinbefore used shall include their respective successors and permitted assigns.

Notwithstanding anything contained herein

We the(Name of the bank and address) hereby irrevocably and unconditionally undertake to pay to MWCJ, by Banker's Cheque / Demand Draft favouring Mahindra World City (Jaipur) Ltd., payable at Jaipur on First Demand without protest or demur or proof or condition any and all amount demanded by your Company in writing, with reference to the guarantee and that the liability of the Bank Guarantee, under this guarantee is restricted to. **Rs.** **(Rupees Only)** unless a claim in writing is presented to us during the validity period of this Guarantee Period.

a) Our liability under this Bank Guarantee shall not exceed. **Rs.****(RupeesOnly)**

b) This Bank Guarantee shall be valid upto, scheduled date of Commissioning or till the entire liquidation of the mobilization advance, whichever occurs earlier.

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before Date.

IN WITNESS WHEREOF..... FOR AND ON BEHALF OF THE BANK HAS

SIGNED THIS GUARANTEE ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN

ANNEXURE

List of Documents to be submitted on award of work order and with Bill submissions.

A) One time document to be submitted at the time of issue of Work order.

- 1) PAN card copy
- 2) Valid Contractors all risk (CAR) Policy.
- 3) Valid RC of Contract labour license. (applicable if manpower exceeds 50 in nos. on any given day during project execution)
- 4) Valid PF registration certificate.
- 5) Valid ESIC registration certificate.
- 6) Group Insurance for employees not covered under ESIC act.
- 7) Registration in BOCW (Building and other construction workers).
- 8) Proprietorship PAN Declaration on your letter head. (if applicable).Format will be given by MWCJ.
- 9) Registration certificate if registered in MSME act (Micro, small, and medium enterprise) If not registered in MSME act provide this in writing on your letter head.
- 10) GSTN ID docs.
- 11) Letter of undertaking (LUT) or ARN as per GST rules and regulations if the work done is in SEZ zone.
- 12) Performance Security: vendor have to submit the BG for 5% of Contract Value valid upto 30 days after the date of completion of Works as performance security.
- 13) Bank details along with one cancelled cheque (bank detail on letter head duly signed by your bank. (bank details as per format given by MWCJ). Payment is only done through RTGS / NEFT process here at MWCJ.
- 14) Authorization letter regarding the person who will have the authority to sign the documents, and other communications
- 15) Mandatory Medical fitness certificate for all the workers working at MWCJ site.
- 16) Mandatory Identity card for all the workers working at MWCJ site.

B) Documents to be submitted with every Running bill.

- 1) Bill Invoice with MWCJ's proper Name, address (as per given in PO) zone in which the work is awarded, invoice no. invoice date, PO no., RAB no. PAN no, GST ID of both the parties MWCJ and vendor, SAC / HSN code of each line items as per GST rules. Separate tax rates applicable as per GST.
GSTN id. of Multiproduct SEZ is : 08AAECM4950C2ZM
GSTN id. of DTA zone is : 08AAECM4950C1ZN
- 2) As per GST compliance, Invoice date should be within 30 days from date of completion of work of RAB submitted.
- 3) Measurement sheet and abstract of bill as per invoice amount raised.
- 4) Labour Attendance sheet of the month in which the work is carried out.
- 5) Labour wages sheet in form XVII, their bank name and bank account no. in which salary is transferred.
- 6) Pay slip of all the workers mandatory. Salary should not be less than min. wages act. of Rajasthan govt. norms.
- 7) Bank statement for salary transfer in account and payment proof.
- 8) PF challan as per govt. timelines of 15th or before of consecutive month.

- 9) ESIC challan as per govt. timelines of 15th or before of consecutive month.
- 10) ECR of PF in proper format. (Highlight employee name deputed for current site)
- 11) ECR of ESIC in proper format. (Highlight employee name deputed for current site.
- 12) Labour cess registration certificate (BOCW) & labour cess deposit challan.(required as per the nature of work carried out).
- 13) Copy of LUT or ARN acknowledgement. If LUT is obtained then mention this line in invoice “SUPPLY MEANT FOR EXPORT/SUPPLY TO SEZ UNIT OR SEZ DEVELOPER FOR AUTHORISED OPERATIONS UNDER BOND OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF INTEGRATED TAX” vide LUT no._____ valid upto _____. If LUT is not obtained , provide the invoice with IGST amount. MWCJ will not pay the IGST amount to vendor, vendor have to deposit the IGST amount and can take the refund from govt. If the invoice is with IGST amount , kindly mention this line in invoice “Supply meant for SEZ on payment of Integrated tax IGST amount @ _____ Rs._____-/-
- 14) All required test reports duly approved by project engineer of MWCJ.
- 15) If work is not completed within the timeline given in PO, a request letter for time extension needs to be submitted with proper justification of delay in works.
- 16) If free issue material, provide the material consumption and reconciliation statement duly verified by purchase deptt. with every running bill. If there is no free issue material, please mention it in bill abstract duly verified by purchase deptt. with every running bill.
- 17) If cement and steel is provided by MWCJ as free issue material, then use the cement co-efficient for reconciliation as per DSR 2014.
- 18) Photocopy of site instruction book duly signed with every bill.. If any deduction it will be recovered from the Bills. you have to submit the credit note for deducted amount.
- 19) Safety issues if any, duly verified by safety in-charge of MWCJ. If there is no safety Issues, please mention this in abstract duly verified by safety in-charge of MWCJ. If there is any deduction for safety compliance, you have to submit the credit note for deducted amount.
- 20) Time In- out register duly signed by Contractor + site in-charge.
- 21) Register of accident
- 22) Register of damage or loss
- 23) Register of fine.
- 24) Register of advance
- 25) Register of over time
- 26) Register of leave.
- 27) Bonus register (in a month of October of every calendar year).

Vendor will have to adhere mandatorily all the compliances irrespective of bill amount, duration of work and nature of work.

C) Documents to be submitted with Final bill.

- 1) All documents listed in **section B**.
- 2) No claim certificate on your letter head with seal and signature (format will be given by MWCJ at the time of final bill submission).
- 3) Indemnity bond on Rs. 100/- non judicial stamp paper duly notarized of jaipur jurisdiction. (format will be given by MWCJ at the time of final bill submission).

- 4) Work completion certificate to be submitted within three working days duly verified by vendor, project engineer and Project head (format will be issued by project engineer of MWCJ).
- 5) As built drawings with all details in Autocad format duly signed by Draftsman project incharge of MWCJ and contractor.
- 6) Final Material reconciliation statement of free issue material along with signed documents of material received and material handover to purchase deptt. Else recovery will be imposed as per the rules.
- 7) Site clearance from machinery, material and manpower report duly verified by project engineer of MWCJ.

D) Invoice checklist

- 1) MWCJ complete address as per the PO issued.
- 2) GSTN id of MWCJ as per the location of work.
08AAECM49501ZN for DTA
08AAECM49502ZM for SEZ
- 3) Vendor's full address with GSTN id and PAN no.
- 4) Declaration of work in SEZ as per Work Zone.
"SUPPLY MEANT FOR EXPORT/SUPPLY TO SEZ UNIT OR SEZ DEVELOPER FOR AUTHORISED OPERATIONS UNDER BOND OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF INTEGRATED TAX" vide LUT no.
Valid upto date:"
If the LUT is under renewal process, please provide the Application reference number (ARN) in invoice.
- 5) Copy of LUT or ARN cert. if working in SEZ.
- 6) Declaration not required in DTA invoice
- 7) If LUT is not obtained in SEZ add IGST tax amount in invoice and get refunded from Govt. directly. MWCJ will not pay the IGST amount.
Mention the required line in case of LUT not obtained.
"Supply meant for SEZ on payment of Integrated tax IGST amount @ 18% ,Rs. "
- 8) SAC code on invoice. (also given in the PO copy against each line item)
- 9) Invoice submission should be within 10 days after work done.

