

SECTION - G

GENERAL CONDITION OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. Definitions & Interpretations

In construing these conditions, the Specifications, Bill of quantities and Contract Agreement etc. the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

- (i)
 - a. **"Employer" / "Owner"** means **Bank of Baroda. (BOB)** a Corporate Body constituted under Banking and Companies (Acquisition and Transfers of Undertaking) Act 1970 and having its Head Office at Mandvi, Vadodara with its dealing office at Baroda Corporate Centre, C 26 G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051.
 - b. **" Architect/ Interior Designer "** means **M/S PAHWA ARCH-TECH SERVICES, A-53 , SECTOR 49 , NOIDA ,India** and their authorized nominees & representatives or such other firms / persons, as shall be nominated by the Employer.
 - (ii) **"Contractor" shall mean: -**
 - a) In the case of a Partnership firm :- ----- and ----- trading as partners in the name and style of ----- and having a place of business at ----- and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
 - b) In the case of individual Contractor: - Shri _____ trading in the name and style of _____ and shall include his heirs, successors & legal successors & legal representatives.
 - c) In the case of Company: - _____ a company incorporated under _____ 20__ and having its registered office at _____ and office at _____ and shall include its successors and assignee.
 - (iii) **"Site"** shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
 - (iv) **"Contract"** shall mean the following documents, all duly signed, collective in that order of precedence.
 - a) Articles of Agreement
 - b) Letter of acceptance of Tender / Award of Work
 - c) The Bid including Appendix to Bid, Addendum if any
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) Priced Bill of Quantities
 - g) Technical Specifications (including any further instructions by Engineer / EIC
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during construction work)

- h) Drawings (Tender drawings / Working drawings issued during construction)
 - (v) **"Notice in writing" or "written notice"** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
 - (vi) **"Act of Insolvency"** shall mean any Act of Insolvency as defined by the Presidency Towns insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
 - (vii) **"Net Prices"** : If in arriving at the contract amount, the Contractor shall have added to or deducted from the total amount of the items in the Tender any sum, either as a percentage or other wise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item and similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor, the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
 - (viii) **"Works"** means the permanent works described in the "Scope of Work" and / or to be executed in accordance with the Contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the Contractor hereunder and work to be done by the Contractor under the contract.
 - (ix) **"Drawings"** means the drawings prepared by the Interior Designer s and issued by the Engineer-in-Charge / Engineer & referred to in the Specifications and any modification of such drawings and such other drawings as may be issued by the Engineer from time to time.
 - (x) **"Bill of Quantities"** means the Schedule and Quantities of items, materials & rates, summaries, etc. As finally accepted.
 - (xi) **"Specification"** means the specifications given in these documents including relevant Indian standard specification where so required and where such a specification is not available, the specification will be provided and approved by the Interior Designer//Employer.
 - (xii) **"Temporary Works"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
 - (xiii) **"Materials"** means the materials, apparatus, equipment, fittings, fixtures and all such
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other material which are incorporated in the 'work'.

- (xiv) **"Virtual Completion of the Works"** means the completion of the whole of the works substantially in all respects as evidenced by issuance of a Certificate of Completion by the Engineer-in-Charge / Engineer/architect.
- (xv) **"Period of Maintenance / Defect Liability Period"** shall mean the period of 365 (Three hundred Sixty Five) days calculated from the date of virtual completion of the works as certified by the Engineer-in-Charge / Engineer/architect.
- (xvi) **"Urgent Works"** means any urgent works, which in the opinion of the Engineer-In-Charge / Engineer becomes necessary at the time of execution and / or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure or services or required to accelerate the progress of work for which becomes necessary for safety and security or for any other reason, the Engineer / Employer may find it necessary.
- (xvii) **"Market Rate"** means the rate as decided by the Engineer-in-Charge / Engineer/architect on the basis of cost of materials at site inclusive of any tax, duty, octroi etc. at the time of execution of work.
- (xviii) **"Approved"** means approved in writing; "Approval" means approval in writing.
- (xix) **"Month"** means calendar month.
- (xx) **"Week"** means seven consecutive calendar days.
- (xxi) **"Day"** means a calendar day beginning and ending at 00 Hours and 24 hours respectively,
- (xxii) **"Contract Value / Tender Value"** means the total value of the tender as accepted by the Employer.
- (xxiii) **Interpretations / Marginal Note / Heading / Catch Lines.**

The Marginal Notes, Headings and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto. The Contractor will have to carry out and complete the said work in every respect in accordance with this contract.

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

2. **Language and Law**

The language in which the Contract documents shall be drawn up shall be English only and the law governing the Contract is the law of Union of India.

3. **Errors, Omissions and Discrepancies**

In all cases of errors, omissions and / or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Engineer whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

4. **Scope of Contract**

The Contract comprises the construction, completion and maintenance of the works and except in so far as the Contract otherwise stipulates the provision of all labour, materials, constructional plant, machinery temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as necessary for providing the same as specified in or reasonably to be inferred from the Contract.

5. (i) **Letter of Acceptance / Award**

Before signing of the Contract, the Employer shall issue by registered post or by otherwise depositing at the registered office of the Contractor, Letter of Acceptance / Award to enter into a Contract with the Contractor for the execution of the works in accordance with the contract. Until a formal contract agreement is prepared and executed, the tender documents i.e. **Volume I, II, III & set of drawings together** with the relevant correspondence exchanged from receipt of the tender to acceptance and together with the Employer's letter of Acceptance / Award shall constitute a binding contract between the parties.

(ii) **Contract Agreement**

On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract & within seven **days thereof**, the successful tenderer shall sign an agreement in accordance with the draft agreement. The Contract shall be executed in quadruplicate and the Employer, the , the Architect and the Contractor shall be entitled to one executed copy each for their use.

(iii) **Commencement of Works**

Contractor shall commence the work within 7 days from the date of issue of the Acceptance Letter / Work Order issued to the Contractor.

(iv) **Possession of Site**

Save in so far as the Contract may prescribe the extent of portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will within 7 days from

the date of issue of acceptance letter / work order give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the programme and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Engineer, make and will from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works in accordance with the said programme or proposals (as the case may be).

If the Contractor suffers delay or incurs expense from failure on the part of the Employer to give possession in accordance with the terms of this clause the EIC shall grant an extension of time for the completion of the works on approval from Employer.

(v) **Way leaves, etc.**

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

6. **Custody of Drawings & Specifications**

The Contractor will be given free of cost two copies of Drawings during the progress of the works. Any further copies of such Drawings required by the Contractor shall be obtained by him from the Engineer on payment of necessary charges to be fixed by the Interior Designer. The Contractor shall keep one copy of all Drawings at the works site and the Employer / Architect shall at all reasonable time have access to the same. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications. No drawings shall be taken as in itself an order for execution unless, in addition to the Interior Designer signature, it is marked "Fit for Construction" by Architect.

7. **Disruption of Progress**

The Contractor shall give adequate but not less than 15 days time written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is required to be issued by the Engineer. The notice shall include details of the drawing or order required explaining why and by when it is required and of any delay or disruption likely to be suffered if it is late.

8. **Further Drawings and Instructions**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer / Interior Designer. The Engineer may in his absolute discretion or in consultation with Employer / Interior Designer and from time to time issue further drawings and / or written instructions, details, directions and explanations which are hereafter collectively referred to as "Engineer's Instructions" in regard

to:-

- (a) The variation or modification of the design, quality or quantity of items of works or the addition or omission or substitution of any item.
- (b) Any discrepancy in the Drawings or between the Bill of Quantities and / or Drawings and / or Specification.
- (c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
- (d) The removal and / or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects.

The Contractor shall forthwith comply with and duly execute any work comprised such Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Engineer shall, if involving a variation, be confirmed in writing by the Contractor within three days & if not dissented from in writing within a further three days by the Engineer, such shall be deemed to be Engineer's instructions within the scope of the Contract.

9. Duties of Supervisor /Engineer

The Supervisor /Engineer engaged by the Employer shall supervise the works and to test any materials to be used in the works. The contractor shall provide Supervisor /Engineer facility and assistance for examining the works and materials and checking and measuring works and materials and expenses shall be borne by contractors..

Supervisor /Engineer duties are to watch and supervise the works of and to test any materials to be used or workmanship employed in connection with the works, quality control, Project Scheduling and monitoring and co-coordinating with all other Agencies and Civil Contractor & MEPF contractors/ agencies, recording of measurements, certification of bills, preparing extra/deviation items, excess/ saving statement, preparing Minutes of Meeting etc. They shall have no authority either to relieve the Contractor of any of his duties or obligations under the contract or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the work.

The Supervisor /Engineer shall have no power to revoke, alter, enlarge or relax any requirements of this contract or to sanction any day work, additions, alterations, deviations or omissions unless such an authority may be confirmed by written order/ instructions of the employer.

The Supervisor /Engineer shall act in consultation with the Structural Consultant/ Architect in regard to the quality of all structural aspects of work and in consultation with the Interior

Designer for Interior decoration work, will finalize the selection of finishing materials. The Supervisor /Engineer shall jointly record the measurements with Contractor's representative for all items of works and on completion hand over the records to the Employer.

The Supervisor /Engineer shall have the power to give notice to the Contractor or his Engineer-In-Charge, about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Interior Designer / Employer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions only from the Interior Designer/ Employer as the case may be through .

The Supervisor /Engineer shall have such other power and discharge other functions as are specifically provided in this contract included such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Employer, which shall be duly notified to the Contractors.

10. **Contractor's General Responsibilities**

The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Bill of Quantities and Specifications taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Bill of Quantities and Specifications, he shall immediately and in writing refer the same to the Engineer.

The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the Bill of Quantities and rates. Instructions in respect of such additional items and their quantities will be issued in writing by the Engineer on approval from Employer.

The Contractor must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly to the satisfaction of the Engineer.

The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications as given in these documents and also in compliance of the requirements of the local public authorities and to the requirements / satisfaction / direction of the Engineer and no deviation on any account will be permitted.

The Contractor shall have to use materials from the makes / manufacturers specified in the list of materials of approved brand and / or manufacture contained in contract documents and as approved by Engineer in Consultation with Employer.

11. **Safety of Site Operations**

The Contractor shall take full responsibility for the safety, stability and adequacy of all site operations and methods of construction including all temporary works, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the

design or specification of the permanent works.

The integration of MEPP services above and below false ceiling shall be co-operated / co-related during the execution of the work and final integration drawing incorporating all services shall be prepared by Interior Contractor/ Agency before and after undertaking interior decoration/ furnishing and furniture work.

12. **Watching & Lighting**

The Contractor shall in connection with the Works provide and maintain at his own cost adequate lights, guards, fencing, warning signs and watch & ward staff when and where necessary or as directed by the Engineer or as directed by duly constituted authority for the protection of the works or for the safety and convenience of the public or pilferage of materials from site.

13. **Care of Works**

From the commencement to the certified completion of the whole of Works, the contractor shall take full responsibility for the care thereof and of all Temporary Works and in case any damage loss or injury shall happen to the works or to any part thereof or to any Temporary Works from any cause whatsoever.

The Contractor shall at his own cost repair and make good the same so that on completion, the works shall be in good order and condition and in conformity to every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under **Clause no. 36** hereof. The Contractor shall indemnify the Employer from all risks on this account.

14. (i) **Contractor's Senior Representative for Execution & Co-ordination of Works**

The Contractor shall have on site at all times during working hours throughout the course of the Contract at least one competent senior representative who shall be empowered to make decisions binding on the Contractor in respect of all matters likely to arise in connection with the execution & coordination of the Works at site and shall keep the Engineer and the Employer informed at all times about the name and designation of such representative.

Any directions, explanations, instructions or notices given by the Engineer to such representative shall be held to be given to the Contractor.

(ii) **Contractor's Employees**

The Contractor shall provide and employ after approval from the Engineer on the site in connection with the execution, completion and maintenance of the Works all Engineering staff / technical assistants as are qualified, skilled and experienced in their respective

trades, foremen and leading hands as are competent to give proper supervision, ensuring quality & output to the work they are required to supervise, and also such skilled, semi-skilled and unskilled labour as are necessary for the proper and timely execution, completion and maintenance of the works. The contractor shall appoint Project Manager having Electrical Engineering degree / Diploma having minimum 5 yrs. experience. The supervisory / Jr. Engineering staff shall be minimum 3 yrs. experience in execution of such works.

(iii) **Removal of Contractor's Employees**

The Contractor shall on the direction of the Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Engineer, be incompetent or misconduct himself and such person shall not be again employed on the works without the permission of the Engineer.

(iv) **Unauthorized Persons**

No unauthorized persons are to be allowed on the site. The Contractor shall instruct all such persons to keep out and shall take steps to prevent trespassing.

15. **Compliance with Statutes, Regulations, Etc.**

The Contractor shall conform to the provisions of any Act of the legislature relating to the works and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and / or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so regulations, give to the Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case, the Contractor shall not within ten days of submission of such notice, receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under **Clause no. 29** thereof.

The Contractor shall bring to the attention of the Engineer all notices required for execution by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Engineer.

16. **Setting Out**

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within the defects liability period the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Engineer.

17. (i) **Quality of Materials & Workmanship & Test**

All materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the Site or at Government recognized / any approved testing laboratory

The Contractor shall upon the instruction of the Engineer furnish him with documentation to prove that the materials and goods comply with the requirements of contract and for requirement stated above. The Engineer may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the Contract. The Contractor shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of work before incorporation in the Works for testing as may be selected and required by the Engineer.

(ii) **Samples**

All samples of adequate numbers, sizes, shades & pattern as per specification shall be supplied by the Contractor without any extra charge. Apart from adhering to any special provision made in the specifications regarding submission of samples the contractor shall provide to the Engineer samples along with the detailed literature of all materials he proposes to use in the building irrespective of the fact that a specific make / material might have been stipulated at least before commencement of the work. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificate of the same shall be provided instead to the satisfaction of the Engineer. Before submitting the samples / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the samples / literature meet with the requirement of the specification. The Engineer shall check the samples and give his comments and / or approval to the same. Only when the samples are approved in writing by the Engineer, the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Engineer for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.

For items of work where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.

The Engineer shall communicate his comments / approval to the Contractor to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment, etc. shall be to the account of the contractor. In this respect the decision of the Engineer shall be final.

On delivery of the supplies of materials / equipment for permanent works at the site, the contractor shall specifically arrange to get the supply inspected by the Engineer and compared with the approved sample and his specific approval obtained before using the

same in the work.

(iii) **Inspection & Testing during Manufacture**

The Engineer shall be entitled during manufacture to inspect, examine and test on the Contractor's premises during working hours the materials and workmanship and check the progress of manufacture of all fabrication materials to be supplied under the Contract, and if part of the said materials is being manufactured on other premises the Contractor shall obtain for the Engineer permission to inspect, examine and test as if the said Plant were being manufactured on the Contractors premises. Such inspection, examination or testing if made shall not relieve the Contractor from any obligation under the Contract.

(iv) **Dates for Inspection & Testing**

The Contractor shall agree with the Engineer the date on and the place at which any plant / works will be ready for testing as provided in the Contract and unless the Engineer shall attend at the place so named on the date agreed the Contractor may proceed with the tests, which shall be deemed to have been made in the Engineer's presence, and shall forthwith forward to the Engineer duly certified copies of the test readings. The Engineer shall give the Contractor 24 hours notice in writing of his intention to attend the tests.

(v) **Facilities for Testing at Manufacturer's Works**

Where the Contract provides for tests on the premises of the Contractor or of any sub-contractor the Contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be requisite and as may be reasonably demanded to carry out such tests efficiently.

(vi) **Certificate of Testing**

As and when fabrication materials shall pass the tests referred in this, the Engineer shall furnish to the Contractor a certificate in writing to that effect.

(vii) **Rejection**

If as a result of such inspection, examination or test of the works the Engineer shall decide that such material is defective or not in accordance with the Contract he shall notify the Contractor accordingly stating in writing his objection and reasons therefore. The Contractor shall with all speed make good the defect or ensure that the material complies with the Contract. Thereafter, if required by the Engineer, the tests shall be repeated under the same terms and conditions and that all reasonable expenses to which the Employer may be put by the repetition of the tests shall be deducted from the Contract Sum.

(viii) **Delivery of Materials & Equipment**

Unless the Engineer shall otherwise direct, no material shall be delivered to site until the Engineer shall have issued, in respect of such material, a certificate under **Clause no. 17** above. Likewise Fabrication Materials or Contractor's Equipment shall be delivered to Site only upon an authorization in writing applied for and obtained by the Contractor from the Engineer.

The Contractor shall be responsible for the reception on site of all Materials and Contractor's Equipment delivered for the purposes of the Contract.

(ix) **Inspection & Testing and Re inspection & Retesting**

All deficiencies revealed by testing and inspection shall be rectified by the Contractor at his own expense and to the satisfaction and approval of the Engineer. Rectified components shall be subject to retesting and re inspection.

(x) **Inspection Reports**

The Contractor shall provide the Engineer with 3 copies of reports of all inspections and tests.

(xi) **Cost of Tests**

The cost of making any test shall be borne by the Contractor if such test is intended by or provided for in the Specification or Bill of Quantities or required as per standard practice of the trade / BIS and as advised by Employer .

(xii) **Costs of Tests not provided for, etc.**

If any test is ordered by the Engineer which is either

- (a) Not so intended by or provided for or not required as per standard practice / BIS.
- (b) (in the cases above mentioned) is not so particularised, or
- (c) though so intended or provided for but ordered by the Engineer to be carried out by an independent person authorised by Engineer at any place other than the site or the place of manufacture / fabrication and shows the materials, plants not to be in accordance with the provision of contract then the cost of such test shall be borne by the Contractor.

18. **Absence of Specification**

If the specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the works, and the intention to include, which is inferred, all such materials and works shall be supplied and executed by the Contractor without extra charge. If the Contractor requires additional information, he shall request in writing well in advance to commencement of the particular work to the Engineer who will issue such detailed information as necessary within a reasonable time. Generally, in absence of any specification BIS code, CPWD and PWD Specification/conditions shall be followed in order of preference.

19. **Obtaining Information Related to Execution of Work**

No claim by the contractor for additional payment will be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any misunderstandings or the obtaining of incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

20. **Contractor's Superintendence**

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long, thereafter, as the Engineer may consider necessary until the expiry of the "Defects Liability Period" stated hereto.

21. **Access for Inspection**

The Employer, Interior Designer, Engineer and their respective representatives shall at all reasonable times have free access to the work and / or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give to the Employer, Interior Designer, the Engineer and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials and workmanship. No person not authorized by the Employer, Interior Designer or the Engineer except the representatives of public authorities shall be allowed on the works at any time.

22. (i) **Examination of Work Before Covering Up**

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

(ii) **Uncovering and making openings**

The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of sub-clause (i) of this Clause and are found to be executed in accordance with the contract the expenses of uncovering, making openings in or through reinstating and making good the same shall be borne by the Employer but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the Employer or may be

deducted by the Employer from any monies due or which may become due to the Contractor.

23.(i) Assignment

The whole of the works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the contract or any part / share thereof or any interest therein without the prior written consent of the Employer & no undertaking shall relieve the Contractor from the full & entire responsibility of the contract or from active superintendence of the works during their progress.

(ii) Work is to be Carried Out to the Satisfaction of Employer / Engineer

The Contractor shall carry out all the works strictly in accordance with Drawings, detailed Specifications and instructions of the Engineer. If in the opinion of the Employer or EIC changes have to be made in the works the Contractor shall carry out the same, and payment, if any, arising out of these shall be made as per the terms of the contract.

(iii) Removal of Improper Work & Materials

The Engineer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Engineer are not in accordance with the Specifications or the instructions of the Engineer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carryout the same, and all expenses consequent thereon, or incidental thereto, as certified by the Engineer shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

(iv) Urgent Repairs

If by reason of any accident or failure or other event occurring to in or in connection with the Works, or any part thereof, either during the execution of the Works or during the Period of Defect Liability / Maintenance any remedial or other work or repair shall, in the opinion of the Engineer / Employer or their representative be urgently necessary for security and safety of life or for the works or of adjoining property, and the Contractor is unable or unwilling at once to do such work or repair, the Employer may employ his own or other workmen do such work or repair, as the Engineer / EIC or their representative may consider necessary. If the work or repair so done by the Employer which is in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, all costs and charges incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any amount due or which may become due to the Contractor. Provided always that the Engineer or the Engineer's representative (as the case may be) shall, as soon after the

occurrence of any such emergency, as may be reasonably practicable notify, the Contractor thereof in writing.

(v) **Default of Contractor in Compliance**

If the Contractor after receipt of written notice from the Engineer / EIC requiring compliance within ten days fails to comply with such further drawings and / or Engineer's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer on the Certificate of the Engineer as a debt or may be deducted by him from any moneys due to the Contractor.

24. (i) **Prime Cost Items**

The material(s) required for execution of any item for which a sum has been provided as a prime cost price in the tender, shall be procured by the contractor or supplied by the Employer at the sole discretion of the Employer. Every sum in the bill of quantities, which contains either as a whole or part the amount, as prime cost price of the materials shall be varied by substitution of the actual cost of the materials.

No variation shall be made in respect to the percentage quoted for labour and to cover for overheads & profits, work contract taxes, service taxes on account of variation in the prices, as above. Prime cost items will not be considered for Price Variation Adjustment.

(ii) **Production of Vouchers, Etc.**

The Contractor shall when required by the Employer / Engineer produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Prime Cost items.

(iii) **Nominated Specialist Agencies / Objection to Nomination**

All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods for which prime cost items or provisional sums are included in the Bill of Quantities and / or Specification who may be nominated or selected by the Engineer are hereby declared to be sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or who will not enter into a contract providing:

- (a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this contract.
 - (b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the
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Contractor or under any Workmen's Compensation Act in force.

- (c) Payment shall be made to the nominated Sub-Contractor by the contractor within fourteen days of his receipt of payment from the Employer provided that before any Certificate is issued, the Contractor shall upon request furnish to the Engineer proof that all nominated Sub-Contractor's accounts included in previous certificates have been duly discharged, in default whereof the Employer may pay the same upon a Certificate of the Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

25. Quantities and Variation

- i) The Bill of Quantities (BOQ), unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement and quantities in B.O.Q. are to be considered as estimated and not accurate. The rates quoted shall remain valid for variation of quantity against each individual item by + 50%.
- ii) Variation Exceeding of Tender Quantity : When the quantity of any item varies by + 50% of Tender Quantity, the rate for such item of works will be determined on the basis Cl. No. 29 (c) hereof or as decided by the Employer / EIC. No compensation for deletion or non-execution of item will be considered.

26. Works to be measured

The Engineer may from time to time intimate to the Contractor that he requires the works to be measured & the Contractor shall forthwith attend or send a qualified Representative to assist the Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such Representative, then the measurement taken by the Engineer or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

The Engineer shall take joint measurements with the contractor and the measurements shall be entered in the measurement book / sheet by the Engineer's representative.

The Contractor or his Representative may at the time of measurement take such notes and measurements as he may require.

All authorized extra works, omissions and all variations made without the Engineer's knowledge, but subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

27. Claims for additional expenses

The Contractor shall send to the Engineer once in every month an account giving particulars as complete and fully detailed as required of all claims for any additional expenses, to which the Contractor may consider himself entitled and of all extra or additional / substituted work ordered

by the Engineer which he has executed during the preceding month subject of provisions under relevant clauses of contract hereof, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the Engineer shall be entitled to authorize payment to be made for any such work notwithstanding the Contractor's failure to comply with this condition, if the Contractor has, at the earliest practicable opportunity notified the Engineer in writing that he intends to make a claim for such work and thereafter send complete and detailed particulars of the claim to the Engineer as directed by the Engineer but not later than 10 days from the date of notification of his claim.

28. Variations

Any alteration, omission or variation ordered in writing by the Engineer shall not vitiate this contract. In case the Engineer / EIC think proper at any time during the progress of the works to make any alterations in, or additions to or omissions from, the works or any alteration in the kind or quality of the materials to be used therein, the Engineer shall give notice thereof in writing to the Contractor or shall confirm in writing within seven days of giving any such oral instructions. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, Specification or Contract Drawings without the previous consent in writing of the Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Engineer in accordance with the provisions of **Clause no. 29** hereof, and the same shall be added to or deducted from the Contract value, as the case may be.

29. Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under authority of the Engineer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- (a) Rates for all extra items, wherever possible, should be derived out of the accepted tender rates. The accepted net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
 - (b) Where the extra works are not of similar character and / or not executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer of the rate which he intends to charge for such items of work, supported by analysis of the rate or rates claimed and the Engineer shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the verification of market rate.
 - (c) It is further clarified that for all such authorized extra items where rates cannot be derived from accepted tender rates, the Contractors shall submit rates supported by rate analysis worked on the "market rate basis", for material including all taxes and delivery at site, labour, hire / running charges of equipment and wastages etc. plus 20% towards
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establishment charges including water & electricity, contractor's overheads & profit, or like. **GST will be paid extra as per the prevailing statutory norms.** In case of variation in items of works, which are subcontracted to specialist agencies, specialist agencies' profit and overhead is deemed to be included in above stated 20%. **Items derived from market rates shall not be eligible for escalation.**

The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the Appendix.

30. **Security Deposit / Retention Money**

For due fulfillment of the contract by the Contractor, 8% of the value of each Interim Bill will be retained by the Employer towards Retention Money until the total Security Deposit including Initial Security Deposit amounts to 5% of the Contract Value or Actual Value of work whichever is higher. 50% of the security deposit shall be released to the contractor after issue of virtual completion certificate and balance 50% of the amount shall be refunded 14(fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the contract, including site clearance and on issue of "No Dues Certificate" as per Clause no 35. The amounts retained by the Employer shall not bear any interest.

All compensation or other sums of money payable by the Contractor to the Employer under the terms of this contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

The security deposit of the contractor will be forfeited if he fails to comply with any of the conditions of the contract.

31. **Certificates & Payment**

(iii) **Interim Bill**

- (a) The Contractor shall be paid by the Employer from time to time by installments under Interim Certificate to be issued by the Engineer/architect to the Contractor on account of the works executed when in the opinion of the Engineer, work to the approximate value named in the Appendix to Form of Tender "Minimum value of Work for Interim Certificate" (or less at the sole discretion of the Engineer / Employer) has been executed in accordance with this contract, subject to a retention of the percentage of such value named in the Appendix to form of tender hereto as 'Retention Percentage for Interim Certificates' until the total amount retained shall reach the sum named in the Appendix to form of tender as 'Security Deposit'.
 - b) The contractor shall generally be paid one Interim bill in a month satisfying the minimum value of work, which shall include work done.
 - c) After submission of bill along with complete information, vouchers, etc. to the
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satisfaction of the Engineer and after making necessary deductions and other recoveries deductible at source, the bill will be paid as follows:

1. All Interim Bill payment shall be regarded as payment by way of advance against the final payment only & not as payment for the work actually done.
2. All payments under this Clause will be released after due checking & verification by EIC/ architect.
- f) Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the employer to take action under the terms of the contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

(v) **Final Bill**

- a) The Contractor shall submit final bill within 60 days from the date of issue of virtual completion certificate with all relevant information's and details, documents as-built drawing etc. complete.
- b) The Engineer within 60 days of submission of the final bill, shall issue a certificate of payment against the final bill to the Employer / EIC who shall thereupon, within 60 days from the date of receipt of the certificate, shall release the balance payment to the contractor after effecting all recoveries, including advances and payments against interim certificates.
- (c) The Engineer / EIC/ Architect shall have power to withhold Certification if the works or any parts thereof are not being carried out to his satisfaction.
- (d) The Engineer / EIC/ Architect may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.
- (e) No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

32. **Time for Completion**

The entire work is to be completed in all respects within 60 days from the Date of Commencement as stated in Appendix to "Form of Tender" or such extended time as may be allowed under **Clause no. 33** hereof. Time is the essence of the contract and shall be strictly observed by the contractor.

If required in the contract or as directed by the Engineer / Employer, the contractor shall complete certain portion of the work before the completion of the whole of the work. However the completion date for whole of the work shall not change for above.

33. **Extension of Time for Completion**

- i. If the Contractor needs an extension of time for the completion of the work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 15 days before the expiry of the scheduled time and while applying for extension of time, Contractor shall furnish the reasons in detail and his justification, if any, for the delays.
- ii. If in the opinion of the Engineer the works be delayed for reasons beyond the control of the contractor, the Engineer with due consultation with Employer may make a fair and reasonable extension of time for completion of the contract works such time extension will be said as “Authorized Time Extension” which will not qualify for levy of liquidated damages.
- iii. If the works be delayed beyond the authorized time extension, the Engineer with due consultation with Employer may allow extension of time for completion of contract works but with levy of Liquidated damage as stated under **Clause no. 37**.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

- iv. The contractor shall be bound to extend validity of all insurance covers, Bank Guarantees till such period of completion as may be considered necessary at contract cost.

34. **Virtual Completion Certificate**

Virtual Completion of works means the completion of whole of the work substantially in all respects including all types of testing, obtaining all necessary statutory approvals and is fit for occupation. The works shall not be considered as completed until the Engineer in Consultation with Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of virtual completion as certified by the Engineer.

35. **Approval Only by No Dues Certificate**

(i) **Final Completion Certificate**

On successful completion of entire works covered by the Contract to the full satisfaction of Employer / Engineer, the Contractor shall ensure that the following works have been completed to the satisfaction of Engineer/architect : (a) clear the site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery (b) demolish, dismantle and remove all Contractor's site offices and other temporary works, structures & constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the Contractor by the Owner and not incorporated in the permanent works (c) remove all rubbish, debris etc. from the site and the land allotted to Contractor and shall clear, level and dress, compact the site as required and said land to the satisfaction of the Engineer (d) shall put the Owner in undisputed custody and possession of the site and all land allotted by the Owner to the Contractor (e) All defects / imperfections have been attended & rectified to full satisfaction of the Engineer during

the Defect Liability Period.

Unless the Contractor shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed.

Upon the satisfactory fulfillment by Contractor as stated above, the Contractor shall be entitled to apply to the Engineer for a Final Completion Certificate in respect of the entire work.

If the Engineer is satisfied of the completion of the work relative to which the Completion Certificate has been sought, the Engineer shall within 14 (fourteen) days of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the works for which the Completion Certificate has been applied.

This issuance of a Completion Certificate shall be without prejudice to the Employer's rights and Contractor's liabilities under the Contract, including the Contractor's liability for the Defect Liability Period nor shall the issuance of a Completion Certificate in respect of the works or work at any site be construed as a waiver of any right or claim of the Employer against the Contractor in respect of work or the works at the site and in respect of which the Final Completion Certificate has been issued.

(ii) **No Dues Certificate**

The Contract shall remain valid and shall remain incomplete until no dues Certificate shall have been signed by the Engineer and delivered to the Employer with a copy to the contractor. Such a certificate shall be given by the engineer within 30 days of completion of defects liability period (the last period to be considered if different periods to be considered if different parts of the work) or within 30 days from the date of payment of final bill whichever is later.

36. **Defect Liability Period**

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within 365 days after the date of the virtual completion of the works as certified by the Engineer, arising in the opinion of the Engineer from materials or workmanship not in accordance with the contract, shall upon the direction in writing of the Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the

Contractor deduct from any monies due to the Contractor, a sum, to be determined by the Engineer equivalent to the cost of amending such work and in the event of the amount retained under **Clause no. 30** hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Specialist Agencies employed on the works who has been nominated or approved by the Engineer, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and **Clause no. 23 (ii)** hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Engineer. The Contractor will not be responsible for defects arising out of fair wear & tear & damage caused by Employer's personnel during the use of the building after being occupied.

37. **Liquidated Damages for Delay**

If the Contractor fails to complete the works by the period stated in the Appendix or within any authorized extended time under **Clause no. 33** hereof and the Engineer with due Consultation with Employer certifies in writing that in his opinion the same ought to have been reasonably completed by the original completion date or authorized extended completion date, as the case may be, the Contractor shall pay the Employer the sum named in the Appendix to Form of Tender as "Liquidated Damages" for the period during which the said works shall so remain incomplete or the Employer may deduct such damages from any monies due to the Contractor.

38. (i) **Default of Contractor**

It the Contractor being an individual or a firm, commits any "Act of insolvency" or shall be adjudged as insolvent or being an incorporated Company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official Assignee or the Liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract, and to give security therefore, if so required by the Architect / Interior Designer

- i) Or if the contractor (whether an individual; firm or incorporated company) shall suffer execution to be issued, or shall suffer any payment under this contract. To be attached by or on behalf of any of the creditors of the Contract.
 - ii) Or shall assign or sub-let the Contract without the consent in writing of the Architect / Employer first obtained.
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- iii) Or shall charge or encumber this Contract or any payments due or which might become due to the Contract or any payments due or which might become due to the Contractor there under.
- iv) Or if the Architect shall certify in writing to the Employer that the Contractor :
 - a) has abandoned the Contract, or
 - b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the written notice to proceed, or
 - c) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be complete with the time agreed upon , or
 - d) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Architect written notice that the said materials or work were condemned and rejected by the Architect under these conditions, or
 - e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed. By the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same or
 - f) Has to the detriment of good workmanship or in defiance of the Architect instruction to the contrary sublet any part of the Contract.

Then in any of the said cases the Employer may notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the Interior Designer, or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract has not been determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, seam and other power utensils and material lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen carrying on and completing the works and the Contractor shall not in any way interrupt or do any act, matter or things to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the / Interior Designer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the employer shall sell the same by public auction and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sales by the Employer for the values of the said and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer, to the Contractor, or, by the Contractor to the Employer, as the case may be, and the certificate of the Interior Designer / Employer shall be final and conclusive

between the parties. On termination of the contract, the contractor shall forthwith remove himself and his workmen from the works site.

(ii) **Default of Employer**

- a) If payment of the amount payable by the Employer under the Certificates of the / Interior Designer shall be in arrears and unpaid for 45 (forty five) days after notice in writing requiring payment of the amount shall have been given by the Contractor to the Employer, or the Employer commits any 'Act of Insolvency', or if the Employer being an individual or firm shall be adjudged insolvent or (being an incorporated company) shall have an order made against it or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily, or if the official assignee of the Employer shall repudiate the contract, or if the official assignee or the liquidator in any such winding up fails within 15 (fifteen) days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Contractor that he is able to carry out and fulfill the Contract and to make all payments due, and to
- b) become due hereunder and if required by the Contractor, to give security for the same, or if the works be stopped for 3 (three) months under an order of the / Interior Designer or the Employer or by any injunction or other orders of any court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the / Interior Designer, and he shall be entitled to recover from the employer payment for all works executed and for any loss he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates or prices quoted for Item rate work contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause No. 29 (c) of GCC.

39. (i) **Determination of Contract**

The Employer shall in addition to any other power enabling him to determine the Contract have power to determine the Contract at any time by giving not less than fourteen (14) days notice in writing to the Contractor and on the expiry of such notice the Contractor shall forthwith determine but without prejudice to the claims of either party in respect of any antecedent breach thereof.

(ii) **Compliance with Engineer's Direction on Determination**

If the Contract shall be determined under the provisions of the **Clause no. 39 (i)** the Contractor shall with all reasonable dispatch comply with the directions of the Engineer in respect to :

- (a) Cancellation of outstanding commitments
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- (b) Performance of further work required for the protection of work executed
- (c) The removal of Constructional Plant Temporary Works and materials from the Site
- (d) Any other matters arising out of the Contract with regard to which the Engineer decides that directions are necessary or expedient.

(iii) **Payment on Determination**

In the event of the Contract being determined under the provisions of this Clause the sum payable to the Contractor shall be such sum as would have been payable under **Clause no. 43** here of and

- (a) The reasonable cost of complying with the Engineer's directions under sub-clause (ii) hereof and
- (b) Such reasonable sum as may be agreed between the parties or in default of agreement settled by arbitration in respect of the Contractor's overheads including any sums properly and necessarily incurred as the direct result of such determination.

(iv) The Engineer has a right to ascertain the happening of any contingency, including but not limited to the contingencies listed below, which would vest in the Employer certain powers including, but not limited to, taking possession of the work so far as it has been performed and to completing the work either by himself or by employing some other Agency, retaining property of the Contractor, such as materials, plant or money already due to the Contractor:

- a) Failure of Contractor to proceed with or complete the works in the time or manner stipulated
 - b) Contractor's bankruptcy
 - c) Failure of Contractor to commence the work
 - d) Failure of Contractor to regularly proceed with the work for a certain fixed period
 - e) Failure of Contractor to proceed to the satisfaction of the Employer or the Engineer
 - f) Failure of Contractor to proceed with the work for any reason independent of prevention by Employer
 - g) If in the Engineer's opinion, the Contractor is not exercising due diligence and proceeding with such dispatch as will enable the works to be duly completed in time
 - h) Failure of Contractor in complying with the orders and directions given by the Engineer
 - i) Failure of Contractor in complying with the Specification, stipulations, conditions or Drawings
 - j) The Contractor being guilty of any default in the fulfillment of the contract
 - k) The Contractor leaves the work unfinished
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- l) Failure of Contractor, after due notice, to rectify defective work
- m) The Contractor renouncing materials from site and
- n) Failure of Contractor to maintain the works

40. **Work by Other Agencies**

The Employer / Engineer reserves the right to use premises and any portions of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons simultaneously, and the Contractor shall allow all reasonable facilities for the execution of such work, but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

41. **Insurance Policies**

On commencement for the work:-

- a) The contractor shall take out a suitable C.A.R. Insurance policy covering entire scope of the works under this contract for the value of work as per contract tender conditions and arrange to keep the policy valid till handing over of the project.
- b) The contractor shall take out and submit to the Interior Designer and EMPLOYER, a suitable insurance policy against third party risks. The limit of liability of this insurance shall be limited to Rs.35 Lakh in respect of any one accident or series of accidents arising out of one event or Rs.25 Lakh in respect of any passer-by. The policy shall be kept valid, issue of virtual completion certificate/ handing over of the project.
- c) The contractor shall take out and submit to Employer a suitable Insurance Policy against Workmen's compensation / Janata Policy as per requirements. The policy shall be kept valid till issue of virtual completion certificate/ handing over of the project.
- d) Necessary PF & ESI contribution of contractor's labourers will have to be paid by contractor as per statutory authority's regulations and EMPLOYER shall be absolved of all the risk.

In Respect of Damage to Person and Property:-

From Commencement to Completion, the Contractor shall be responsible for all injury to persons, animal or things and for all structural and decorative damage to property which may arise from operation or neglect of himself or any subcontractor or of any of his or a subcontractor's employee whether such injury or damage may arise from carelessness, accident or any other cause whether in any way connected with the carrying out of this contract. This clause shall be held to include interalia any damage to building, whether immediately adjacent or otherwise, any damages to roads, streets, footpaths, bridges, or ways as well as all damage to the buildings and works forming the subject of this contract by first or other inclemency weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and

Any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of any award of compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every spot mentioned in this clause so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

Against third party risks:-

On commencement of the work, the contractor shall take out and submit to the Employers a suitable insurance policy against third party risks. The limits of liability of this insurance shall be as follows:

Rs. 25 Lakhs in respect of any one accident or series of accidents arising out of one event. Contractor shall take out third party insurance for 3 no. of such accidents and repetition of the same after three occurrence including visitors like Local Authority, Vendors etc.

CONTRACTOR'S LIABILITY AND INSURANCE SUMMARY

Sr. No	Nature and Scope of Risk	Value of Insurance	Validity Period of Insurance	Name of the Insurer	Insurance Policy No. and
1.	Loss of damage to works or any part thereof and all materials at site from any cause whatsoever. CAR Policy	100 % of Contract Amount	The policy shall be valid till issue of virtual completion certificate.	The policy shall be in the joint names of the Employer / Bank	
2.	Damage, Loss or Injury to any Property of the Employer or Consultant to any person including the Employer or Consultant for his Agents and Servants.	Rs. 35.00 Lakhs per claim upto 3 claims	- DO -	- DO -	
3.	Claims under the Workmen's Compensation Act, 1923	As per Govt. Rules	- DO -	- DO -	
4.	Third party insurance	Rs. 25 Lakhs in respect of any one accident or series of accidents arising out of one event. Contractor	- DO -	- DO -	

		shall take out third party insurance for 3 no. of such accidents and repetition of the same after three occurrence including visitors like Local Authority, Vendors etc.			
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42. (i) Rate of Progress

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and maintenance of the Works are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the Works or any part thereof be at any time be in the opinion of the Engineer too slow to ensure the completion of the whole of the Works by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as considered necessary by the Engineer to expedite progress so as to complete the works by the prescribed time or extended time for completion. Such communication from the Engineer neither shall relieve the contractor from fulfilling obligations under the contract nor will he be entitled to raise claims arising out of such directions.

(ii) Work during Night or on Holidays

Subject to any provision to the contrary contained in the Contract none of the permanent work shall save as herein provided be carried on during the night or on Holidays without the permission in writing of the Engineer, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works in which case the Contractor shall immediately advise the Engineer. Provided always that the provisions of this clause shall not be applicable in the case of any work, which becomes essential to carry out by rotary or double shifts in order to achieve the progress & quality of the part of the works being technically required / continued with the prior approval of the Engineer.

All work at night shall be carried out without unreasonable noise and disturbance and with the approval of the Engineer and in addition that of the local authority, if so applicable. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.

43. Suspension of Work

The Contractor shall on the written order of the Engineer in Consultation with EIC suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. The extra cost including all running wages to be paid on the Site, salaries, depreciation and maintenance of plant, Site on costs & overhead costs of the Contract relating to the works done or incurred by the Contractor in giving effect to the Engineer's instructions under this Clause shall, be borne and paid by the Employer. However, the same will not be payable if the such suspension is :

- (a) otherwise provided for in the Contract

OR

- (b) necessary by reason of inclement weather conditions affecting adversely the safety or quality of the Works.

OR

- (c) necessary by reason of some default on the part of the contractor

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Engineer within 28 days of the Engineer's order. The Engineer shall settle and determine such extra payment and / or extension of time under relevant Clause hereof to be made to the Contractor in respect of such claim as shall in the opinion of the Engineer be fair and reasonable and the Engineer's decision shall be final and binding.

44. **Settlement of Disputes and Differences**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, manner or thing whatsoever in any way arising out of relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, Termination, completion or abandonment thereof shall be dealt with as mentioned herein after.

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Interior Designer or in case the contractor wants to dispute the validity of
 - ii) any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the **The General Manager, Bank Of Baroda** and endorse a copy of the same to the Interior Designer, within 30 days from the date Of disallowance thereof or the date of deduction or recovery. the said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the **The General Manager, Bank Of Baroda** in the manner and within the time as a foresaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to **The General Manager, Bank of Baroda** in writing in the manner and within the time as aforesaid.
 - iii) The **General Manager, Bank of Baroda** shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of **The General Manager, Bank of Baroda** submit his claims to the conciliating authority for conciliation along with all details and copies of correspondence exchanged between him and the **Bank**.
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45. **Arbitration**

If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned **General Manager, Bank Of Baroda** of the Bank for appointment of an Arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the sole Arbitrator appointed by the **General Manager, Bank Of Baroda**. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank officer and that he had to deal with matter to which the contract relates in the course of his duties as Bank officer. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid by the said **General Manager, Bank Of Baroda**. Such person shall be entitled to proceed with the reference from the stage he was entitled to proceed with the reference from the stage at which it was left by his Predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such **General Manager, Bank Of Baroda** as aforesaid should act as Arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re - enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

46. **Interference with Traffic and Adjoining Properties**

All operations necessary for the execution of the Works and for the construction of any Temporary Works shall so far as in compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the

access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the Employer or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expense whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible.

47.

(i) **Special Loads**

Should it be found necessary for the Contractor to move one or more loads of Constructional Plant Machinery or pre-constructed units or parts of units of work over part of a highway or bridge the moving whereof is likely to damage any highway or bridge unless special protection or strengthening is carried out then the Contractor shall adopt proper & adequate measures and shall be responsible for all the costs and consequences thereof.

48. (i) **Contractor to Keep Site Clear**

During the progress of the works the Contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any constructional plant and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works which are no longer required.

(ii) **Clearance of Site on Completion**

On the completion of the Works the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanlike condition to the full satisfaction of the Engineer / local authorities not later than 30 days from the virtual completion of the works or by such other later date as fixed by the Engineer.

49. **Construction Plant**

(i) **Definition**

For the Purpose of this Clause

(a) The expression "Constructional Plant" shall be deemed to exclude vehicles engaged in transporting any plant, equipment or materials & staff to or from the site.

(b) The expression "Hired Plant" shall mean any Construction equipments, Temporary Works & materials for Temporary Works held by the Contractor under any agreement for hire thereof.

(c) The expression "Hire Purchase Plant" shall mean any Constructional Plant Temporary Works & materials for Temporary Works held by the Contractor under any agreement for hire purchase thereof.

(ii) **Revesting & Removal of Plant**

Upon removal of any such Constructional plant Temporary Works or materials as have been deemed to have become the property of the Employer under sub-clause (ii) of this Clause with consent of the Employer the property therein shall be deemed to revest in the Contractor and upon completion of the Works the property in the remainder of such Constructional Plant, Temporary Works and Materials as aforesaid shall subject to the provisions of **Clause 39** hereof be deemed to revest in the Contractor who shall remove the same together with Hire Purchase Plant.

(iii) **Incorporation of Clause in Sub-Contracts**

Sub-contracting or back to back contracting not allowed. The Contractor shall when entering into any sub-contract for the execution of any specialized work incorporate in such sub-contract by reference or otherwise the provisions of this Clause in relation to Constructional Plant, Temporary Works and Materials, Essential Hired Plant and Hire Purchase Plant brought on to the site by the Specialist Agency.

50. Labour Laws

50.1 The Contractor shall at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act. Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, schemes made under the same Act and also Labour Regulations as revised Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Employer indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated henceforth on the part of the Contractor, the Interior Designer / Employer shall have the right to deduct from any money due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer, responsibility in connection with the employees of the contractor, who shall, in no case, be treated as the employees of the Employer at any point of time.

50.2 Fair Wages:

The Contractor shall pay the labourers engaged by him on the work not less than fair wage which expression shall mean, whether for time or piecework, the respective rates of wages fixed by the local authorities as fair wages for the area payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the

Employer, whichever may be higher.

50.3 The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the Works, including any labour engaged by sub/contractors in connection with the said works as if the labourers had been directly employed by him.

50.4 **Notices:**

The Contractor shall before he commences the work, display, and correctly maintain in a clean and legible condition at a conspicuous place on the Site, notices in English and in a language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Interior Designer.

50.5 **Record of wages etc.**

The contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and as per the requirements of the / Employer/ Interior Designer and the Conciliation Officer (central), Ministry of Labour Government of India, or such other authorized person appointed by the central or State Government and the same shall include the following particulars of each worker :

- a. Name, worker's number and grade;
 - b. Rate of daily or monthly wage;
 - c. Nature of work on which employed;
 - d. Total number of days worked during each wage period;
 - e. Total, amount payable for the work during each wage period; All deductions made from the wage with details in each case of the ground for which the deduction is made;
 - f. Wage actually paid for each wage period.
 - g. The Contractor shall provide a Wage Slip for each worker, employed on the Works.
 - h. The Wage records and Wage Slips shall be preserved for at least 12 months after the last entry for Inspection of Wage Records.
 - i. The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the Interior Designer and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorized by him on his behalf.
 - j. The Employer / Interior Designer or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clause. He shall also have the Power to investigate into any complaint regarding any default made by the Contractor or subcontractor in regard to such provision.
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- k. No party shall be represented by a legal practitioner in any investigation or inquiry under this Clause, unless Interior Designer / Employer agree otherwise.

51. Safety Code

The Contractor shall comply with all the precautions as required for the safety of the workmen by the I.L.O. Convention No. 62 as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances, gears like goggles, helmets, masks, etc. to the workmen and the staff.

SCAFFOLDS

- i. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality of wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the
 - ii. Scaffolding or staging more than 4m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
 - iii. Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
 - iv. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
 - v. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. In length while the width between side rails in rung ladder shall in no case, be less than 290mm. for ladder up to and including 3m. in length. For longer ladders this width shall be increased at least 20mm for each additional meter of length.
 - vi. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.
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- vii. All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- viii. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
 - i. The contractor shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

DEMOLITION

- a. Before any demolition work is commenced and also during the process of the work:
- b. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- c. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- d. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

PERSONAL SAFETY EQUIPMENT

- i. All necessary personal safety equipment as considered adequate by the site Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - b) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye sight lids.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
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- e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so. Opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
 - f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting the following precautions should be taken:
 - g) No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.
 - h) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - ii. Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
 - iii. When the work is done near any public place where there is risk of drowning all necessary equipment should be provided and kept 'ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
 - iv. Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:
 - a) These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - v. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding which or give signals to operator.
 - vi. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above
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shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the. Conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- vii. In case of departmental machines, the safe working load shall be notified by the site Engineer / Architect. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Architect whenever he brings any machinery to site of work and get it verified by the Architect concerned.
- viii. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulated mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- ix. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- x. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- xi. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- xii. Notwithstanding the above clause from (i) to (xviii), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

First Aid:

At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large workplaces; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplace, where hospital facilities are not available within easy distance of the works, First Aid Posts shall be established and be run by a trained compounded. Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees. Where large work place are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital. At large workplace, there shall be provided and maintained an ambulance room containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose, the relevant provisions of the Factory Rules of the State Government of the area, where the work is carried on, may be taken as the prescribed standard.

Accommodation for Labour:

The Contractor shall during the progress of the Work provide, erect and maintain necessary temporary living accommodation and ancillary for labour at his own expenses to the standards.

Drinking Water:

In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking. Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where drinking water shall be stored. Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust-proof and water-proof. A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

Washing and Bathing Places:

Deleted

Latrines and Urinals:

Deleted

Payment of Wages

- a. Wages due to every worker shall be paid to him direct. All wages should by paid in current coins or currency or in both.
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- b. Wages of every worker employed on the Contract shall be paid where the wage period is one week, within THREE days from the end of the Wage period, and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1,000.

NOTE: The term "Working Day" means a day on which the work on which the labour is employed is in progress.

Register of Workmen:

A register of workmen shall be maintained in the Form appended to the regulations and kept at the work site or as near to it as possible and relevant particulars of every workman shall be entered therein within THREE days of his employment.

Employment Card:

The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the Contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be endorsed by the Contractor and returned to the worker.

Register of Wages, etc.:

- i) A Register of Wages cum Muster Roll in the Form appended to these regulations shall be maintained and kept at the Work Site or as near to it as possible.
- ii) A wage slip in the form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

55. Force Majeure

Conditions of Force Majeure

The terms "Force Majeure" as employed herein shall mean act of God, war, revolt, riot, fire, flood and Acts & Regulations of respective Governments of the two parties namely the Employer and the Contractor.

Note: 'Typhoon', 'Cyclones', 'Hurricanes', 'Tornado' are covered under act of God.

In the event of either party being rendered unable by force majeure to perform any of obligations required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period of delay, which is directly caused by such Force Majeure event.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within (72) seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeure shall then

stand extended by the period of delay, which is directly caused by Force Majeure event. The party who has given such notice shall be excused from timely performance of its obligations under the Contract, for so long as the relevant event of Force Majeure continues and to the extent that such parties performance is prevented, hindered or delayed, provided the party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the Contract and so to fulfill its obligations under the Contract.

If works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than (2) two months, the Employer shall have the option of cancelling or terminating this Contract in whole or part thereof at Employer's discretion. Upon such termination provisions of Clause 39 shall apply.

Delay or non-performance by a party hereto caused by the occurrence of any of Force Majeure shall not:

- a) Constitute a default or breach of the Contract,
- b) Give rise to any claim for damages or additional cost or expense occasioned thereby: if such delay or non-performance is caused by the occurrence of any event of Force Majeure. Force Majeure conditions shall not be payable under any circumstances.
