

HINDUSTAN ORGANIC CHEMICALS LTD.

(A GOVT. OF INDIA ENTERPRISE)

Submission of Tender

From

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To

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.....

I/We hereby Tender for execution of the work of

.....
as per Tender with the Time Schedule of completion of WORK as separately signed and accepted by me/us, at the Schedule of Rates quoted by me/us for the WORK in accordance with Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract. Specifications for materials and workmanship, Drawings, Time Schedule of Completion of WORK and other Documents and papers, all as detailed in the Tender Documents.

2. It has been explained to me/us that the time stipulated for completion of WORK in all respects and in different stages mentioned in the 'Time Schedule' of completion of WORK and signed and accepted by me/us is the essence of the CONTRACT. I/We agree that in the case of failure on my/our part to strictly observe the Time of Completion mentioned for WORK or any of them and to the final completion of WORK in all respects according to the Schedule set out in the said 'Time Schedule' of completion of WORK, I/We shall pay compensation to Hindustan Organic Chemicals Ltd. hereinafter referred to as OWNER as per provision and stipulations contained in clause 4.8 of General Conditions of Contract and I/We agree to recovery being made as specified therein. In exceptional circumstances, extension of time which shall always be in writing may, however, be granted by the OWNER'S Engineer-in-Charge at his entire discretion for some items of work, and I/We agree that such extension of time will not be counted for the extension of completion dates stipulated for WORK and for the final completion of WORK as stipulated in the said 'Time Schedule' of WORK.

3. I/We agree to pay the Earnest Money and Security Deposit and accept the Terms and Conditions laid down in the memorandum below in this respect.

MEMORANDUM

a) General description of WORK

.

...

.....

b) Tendered Amount Rs
(Rupees
:.....

c) Earnest Money Rsonly)
.....
(Rupees

The Earnest Money Is payable In the manner set out in .Para 5 below. The Earnest Money, if the Tender is accepted, will be retained against the Security Deposit, when Earnest Money is paid In the form of demand draft only.

d) Security Deposit Ten Percent (10%) of. the CONTRACT PRICE which will be paid in the manner set out In clause 4.4 of the General Conditions of Contract.

e) Mobilsation Time ONE (1) Week from the date of receipt of Letter of Acceptance of the Tender.

4. Should this Tender be accepted, I/We hereby agree to abide by and fulfil all Terms and Conditions to above and In default thereof, to forfeit and pay to the OWNER or Its Successors or Its Authorlsed Nominees such sums of money as are stipulated In Condition contained In General Tender Notice and Tender Document.

5. I/We hereby pay the Earnest in Letter of Guarantee Bond (Name and office of any Nationalised Bank) In favour of Hindustan Organic Chemicals (Rupees..... Limited, Ambalamugal.

6. If I/We fall to commence the WORK specified in the Memorandum In Para-.a) above, or I/We fall to deposit the amount of Security Deposit specified In Memorandum In (3) above, I/We agree that the said OWNER of Its Successors 'wlthout prejudice to any other right or remedy be . at liberty to forfeit the said Earnest Monay In full, otlterwise the said Earnest Money shall be retained by OWNER towards the -Security Deposit specified In (3) above. The said OWNER shall be at liberty to cancel the Notice of Tender If I/We fall to deposit the Security Amount as aforesaid or to execute an Agreement or to start WORK as stipulated In the Tender Document.

I/We enclose herewith evidence of my/our experience of execution of Works of similar nature and magnitude carried out by me/us in the prescribed proforma and also Income-Tax and Sales Dated the.....day of. ,20.....

Tax Clearance Certificates.

Name in Block Letters
Address

Signature of Tenderer (s) with seal of the firm.

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DEFINITIONS AND INTERPRETATIONS

111 the CONTRACT (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

COMPANY

- 1.1 The term "Company" and OWNER means Hindustan Organic Chemicals Limited and includes its Managing Director and for any other officer of the Company concerned with implementation of this work in Kerala and any other person or Officer authorised by the Company to represent it.
- 1.2 The "CONTRACTOR" shall mean the person or persons, firm or company whose Tender has been accepted by OWNER and includes the Contractor's Legal Representatives, his Successors and permitted Assigns.
- 1.3 "CONSULTANTS" shall mean those who are the Consulting Engineers to the OWNER for this Project for the time being as would be notified from time to time.
- 1.4 The "Tender" shall mean the tender submitted by the CONTRACTOR for acceptance by OWNER.
- 1.5 The "Company Representative / Owner's Representative" shall mean the person designated as such by the COMPANY/OWNER and shall include his Authorised Nominee or Agent provided, however that the Company/Owner's Representative to be so designated by COMPANY/OWNER may be one person for certain aspects of this Agreement and another person for other aspects of WORK covered by this CONTRACT.
- 1.6 The "PROJECT MANAGER" shall mean the Managers-in-Charge of this Project designated by OWNER or his successor or his Authorised Nominee'.
- 1.7 The "Engineer-in-Charge" shall mean the person nominated from time to time by OWNER and shall include those who are expressly authorised by OWNER to act for and on its behalf for operation of this CONTRACT.
- 1.8 "Engineer-in-Charge's Representative" shall mean any Resident Engineer or Assistant to the Engineer-in-Charge appointed from time to time by the Engineer-in-Charge to perform the duties set forth in the Tender Document whose authority shall be notified in writing to the CONTRACTOR by the Engineer-in-Charge.
- 1.9 The "Sub-Contractor" shall mean any person or firm or Company (other than the CONTRACTOR) to whom any part of WORK has been entrusted by the CONTRACTOR, with written consent of the Engineer-in-Charge, and the Legal Representatives, Successors and permitted Assigns of such person, firm or company.

- 1.10 The "WORK" shall mean and include all works to be executed in accordance with the CONTRACT or part thereof as the case may be and shall include all extras, additional, altered, or substituted works as required for the purpose of the CONTRACT.
- 1.11 The "CONTRACT" shall mean the agreement between OWNER and the CONTRACTOR for the execution of the WORK including therein all documents such as the Invitation to Tender, Instructions for Tenderers, General Conditions of Contract, Special Conditions of Contract, specifications, General Requirements, Time Schedule, Prices, Letter of Acceptance of Tender, Agreed Variations, if any Tender and other drawings etc.
- 1.12 The "Contract Document" shall mean collectively the Tender Document, Designs, Specifications, Schedule of Rates/Prices, Letter of Acceptance of Tender, Agreed Variations, if any and other documents constituting the Tender and acceptance thereof.
- 1.13 "CONSTRUCTIONAL PLANT/EQUIPMENT" shall mean all Appliances/Equipment or things of whatsoever nature required in or for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- 1.14 "TEMPORARY WORK" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the WORK.
- 1.15 "SPECIFICATIONS" shall mean all directions, various technical specifications, provisions and requirements attached to the CONTRACT, which pertain to the method and manner of performing the WORK to the quantities and qualities of the WORK and materials to be furnished under the CONTRACT for the WORK as may be amplified or modified from time to time by Construction Drawings for the performance of the CONTRACT in order to provide the unforeseen conditions or in the best interests of the WORK. It shall also include the latest edition including all addenda, corrigenda of relevant Indian Standard Specifications and other relevant Codes.
- 1.16 "DRAWINGS" shall include maps, plans, sketches and tracings or prints thereof with any modifications approved in writing by the Engineer-in-charge and such other Drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
- 1.17 "SITE" shall mean the land and waters and other places on, under, in or through which the WORK is to be carried out and any other lands, water or places provided by OWNER for the purpose of the CONTRACT together with any other places design in the CONTRACT as forming part of the SITE.
- 1.18 "Notice in Writing or Written Notice" shall mean a note written, typed or printed form 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 CONTRACTOR and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.19 The "COMPLETION CERTIFICATE" shall mean certificate to be issued by the Engineer-in-Charge when the WORK has been completed to his satisfaction.
- 1.20 The "FINAL CERTIFICATE" in relation to the WORK shall mean the certificate regarding the satisfactory compliance the various provisions of the CONTRACT by the CONTRACTOR issued by the Engineer-in-Charge and/or the consultant as the case may be after the Period of liability is over.

- 1.21 "Approved" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- 1.22 The "Period of Liability" in relation to a WORK means the specified period from the date of completion of WORK as indicated in completion certificate up to the date of issue of final certificate during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the WORK.
- 1.23 The "Alteration/Variation Order" means an order given in writing by the Engineer-in-Charge to effect additions to or deletions from and alterations in the WORK.
- 1.24 "Letter of Acceptance" shall mean an intimation by a Letter to tenderer that the Tender has been accepted in accordance with the provisions contained therein.
- 1.25 HOC premises shall include the entire area acquired for plant & township or may be acquired for the purposes of its plant.

ARTICLE - 2

GENERAL INFORMATION'**2.1 LOCATION OF SITE AND ACCESSIBILITY**

The SITE for THIS WORK is within HOC premises at Ambalamugal, 15 Km. from Cochin, in Kerala State. It is served by all weather roads. The intending Tenderer should inspect the SITE and make himself familiar with site conditions and available Communication Facilities. The Site may also mean HOC Township at Irimpanam.

Entry into the HOC Premises is restricted. Only pass and permit holders as also vehicles with special permits only are permitted within the boundary. Inside the premises access to various workspot is also further regulated by permits issued for each area.

Non availability of access roads and/or railway sidings or permits for entry of Vehicles & Equipment to any specific area shall in no case be the cause to condone any delay in the execution of the works or be the cause for any claims or extra compensation.

2.2 SCOPE OF WORK,

The scope 'Of work is defined in the Special Conditions of Contract and Specifications. The CONTRACTOR shall provide all necessary materials. Equipment and labour etc. for the execution and maintenance of the WORK till completion. All materials that go with the WORK shall be approved by Engineer-in-Charge and/or Consultant prior to procurement and use.

2.3 WATER SUPPLY

OWNER and Consultant at their discretion may endeavour to, provide water to the CONTRACTOR at the OWNER'S source of supply, at one point, provided the CONTRACTOR makes his own arrangement for the distribution pipe net works from source of supply and such distribution pipe net works shall have the prior approval of Engineer-in-Charge and/or Consultant so as not to interfere with the layout and progress of other Construction Work. However, OWNER does not guarantee the Supply of water and this does not relieve the CONTRACTOR of his responsibility in making his own arrangement and for the timely completion of the WORK as stipulated.

2.4 POWER SUPPLY

OWNER and Consultant at their discretion may endeavour to provide power supply at the nearest substation (one point) from where the CONTRACTOR will make his own arrangements for temporary distribution. All the Work will be done as per IEA regulations and passed by the Engineer-in-Charge and/or Consultant. The temporary lines will be removed forthwith after the completion of the WORK or if there is, any hindrance caused to other Works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost.

OWN ER shall not, however, guarantee the supply of electricity and no compensation for any failure or short supply of electricity will be entertained.

2.5 LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN AND WORKSHOP

OWNER and Consultant will at their own discretion and convenience and for the duration of the execution of the WORK make available near the SITE, land for construction of CONTRACTOR'S field office, godwons, workshops and assembly yard required for the executions of the CONTRACT. The CONTRACTOR shall at his own cost construct all temporary buildings and provide suitable water supply and sanitary arrangement approved by the Engineer-in-Charge and/or Consultant. The OWNER. and Consultant may during the execution of the work, require the Contractor to shift all or any of such temporary buildings from one place to another, and the Contractor shall then do so at his own cost.

On Completion of the WORK undertaken by the CONTRACTOR, he shall remove all Temporary Works erected by him and have the SITE cleaned as directed by Engineer-in-Charge and/or Consultant. If the CONTRACTOR shall fail to comply with these requirements the Engineer-in-Charge and/or Consultant may at the expenses of the CONTRACTOR remove such surplus and rubbish materials and dispose of the same as he deems fit and get the SITE cleared as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claims in respect of any such surplus material, disposed of as aforesaid. But OWNER and Consultant reserves the right to ask the CONTRACTOR and time during the pendency of the CONTRACTOR to vacate the land by giving seven (7) days notice on security reasons or on national interest othE;Hwise.

2.6 LAND FOR RESIDENTIAL ACCOMMODATION

It will not be possible for OWNER to provide land for residential accommodation for staff and labour of the. CONTRACTOR. CONTRACTOR will have to make his own arrangement at his cost for land for the purpose of residential accommodation for his staff and labour.

2.7 SAFETY STANDARDS FOR TEMPORARY BUILDINGS

All temporary buildings, sheds, workshops, field station, etc. shall be constructed in conformation with the safety and security regulations of the OWNER as regards location and type of structures. Roofing and cladding with grass or paddy straw or coconut leaf will not be permitted wihtin the OWNER'S Premises.

ARTICLE - 3

GENERAL INSTRUCTIONS TO TENDERERS**3.1 SUBMISSION OF TENDER**

3.1.1 Following Document will be issued to the Tenderers:

- i) One complete set of Tender Document including Drawings marked "ORIGINAL"
- ii) One complete set of Tender Document including Tender. Copy without drawing. Document mentioned at (i) above shall be submitted 'along with quotation. Document mentioned 'at (ii) above may be retained by the Tenderer for reference.

3.1.2 Addenda/Corrigenda to this Tender document, if issued, must be signed and submitted. along with the' Tender Document. The Tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments for quantities are issued in addenda.

3.1.3 Tenderers are advised to submit quotation based strictly on the Terms and Conditions and Specifications contained in the Tender Document and not stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated with reference to the clause and page number of Tender Document. OWNER and Consultant reserves the right to evaluate quotations containing deviations after adding the cost for such deviations.

3.1.4 Tenders should be submitted in double sealed envelope with the name of WORK Superscribed thereon and with the note "QUOTATION DO NOT OPEN" written Prominently. The full name, Postal address, telegraphic address and telex/telephone no. of the Tenderers shall be written on the bottom left hand corner of the sealed cover.

3.1.5 All informations, correspondence letters and details accompanying the Tender Document. and all further correspondence in connection with the Tender shall be submitted in FIVE copies.

3.2 DOCUMENTS

3.2.1 The Tenders, as submitted, will consist of the following

- i) Complete set of Tender Document marked "ORIGINAL" as sold duly filled in and signed by the Tenderer as prescribed in different clauses of the Tender Document.
- ii) Earnest Money in the manner specified in clause 3.4 hereof.
- iii) Po~r of Attorney or Photostat copy or a true copy' thereof duly attested by a Gazetted Officer in case an authorised representative has signed the Tender, as required by clau~e 3.2.5 hereof.

- iv) Income tax clearance certificate and sales tax clearance certificate in original or true copies duly attested. by Government Gazatted ()ffic~r.
- v) Information regarding Tenderer in the proforma enclosed.
- vi) Details of work of similar type and magnitude carried out by the Tenderer in the proforma enclosed.
- vii) Organisation chart giving details of field management at SITE the Tenderer proposes to have for this WORK including bio-data of the Site-in Charge and key personnel.
- viii) Details of CONSTRUCTION PLANT and EQUIPMENT available with the Tenderer for using in this WORK as per the proforma enclosed.
- ix) Solvency Certificate from a Nationalised Bank indicating amount to which the Tenderer is solvent prove the financial ability to carry out the WORK tendered for.
- x) Details of concurrent commitments of Tenderer as per proforma enclosed. .
- xi) Copies .of documents shawing annual turnover of the Tenderer.
- xii) Exceptions and deviations, if any, with reference to' the clause na, and page no. .of Tender. .
- xiii) A tentative programme far the execution and completion of work within the time specified.
- xiv) Any other technical information the Tenderer likes ta furnish.

3.2.2 All signatures in Tender Document shall be dated, as well as all the pages of all sections

of
Tender Document shall be initialled at the lower right hand carner and signed wherever required in the tender papers by the Tenderer or by a persan holding pawer .of attorney
3.2.3 The Tenderer shall quote in half English both in figures and words the rates and amounts tendered by him in the Schedule of Rates forming part of the Tender document, in such a way that interpalation is not 'possible. The amaunt for each item should be warked out and entered and requisite total given .of all items, both in figures and in wards. The. tendered amaunt for the WORK shall be entered in the Tender and duly signed by the Tenderer. .

If same discrepancies are found between the rates given in words and figures .of the amaunt shown in the Tender, the following pracedure shall be fallowed :

- i) When there is a difference between the rates in figures and words, the nite which corresponds to the amount warked aut by the Tenderer shall be taken as correct.
- ii) When the rate quated by the Tenderer in figures and words tallies but the amaunt is incorrect, the rate quoted by the Tenderer shall be taken as correct.
- iii) When it is nat passible ta ascertain the correCt rate as prescribed abave, then the rate in words shall be adopted.

3.2.4 All corrections, and alterations in'the entries .of Tender papers will be signed in full by the Tenderer with d~te. . No erasures ~r aver-writing are permissible.

- 3.2.5 The Tender shall contain the name, residence and place of business or person or persons making the Tender and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish the full names of all partners in the Tender. It should be signed in the partnership's name by all the partners or by duly authorised representative followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the Tender. A copy of constitution of the firm with names of all partners shall be furnished.

When a Tenderer signs a Tender in a language other than English, the total amount tendered should, in addition be written in the same language: . The signature should be attested by at least one witness.

- 3.2.6 Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

- 3.2.7 The Tenderer should enclose documents to show that he has previous experience in similar type of works and has successfully completed in the recent past works of this nature, together with the names and addresses of Owners, time schedule, location of sites and value of contracts.

3.3 **TRANSFER OF TENDER DOCUMENT**

Transfer of Tender Document purchased by one Tenderer to another is not permissible.

3.4 **EARNEST MONEY**

The Tenderer must pay Earnest Money as given in the Notice inviting Tenders failing which the Tender will be rejected. The Earnest Money can be paid in Crossed Demand Drafts, Bank Guarantees of Nationalised Banks in favour of Hindustan Organic Chemicals Limited,

Ambalamugal, Cochin payable at State Bank of India, Ambalamedu.

Note. The Bank Guarantee so furnished by the Tenderer shall be in the proforma prescribed by the OWNER and shall be valid for a period of six (6) months from the date of opening of the Tender. No interest shall be paid by the OWNER on the Earnest Money deposited by the Tenderer. The Earnest Money of unsuccessful Tenderer will be refunded within a reasonable period of time after award of CONTRACT.

The Earnest Money deposited by successful Tenderer shall be forfeited if the Tenderer fails to deposit the requisite Initial Security Deposit as per clause 3.8 hereof and/or fails to start work within a period of Twenty one (21) days or fails to execute the agreement within Ten (10) days of the receipt by him of the notification of acceptance of Tender. Earnest Money submitted by successful Tenderer shall be returned to him only after he deposits the requisite Initial Security Deposit as per clause 3.8 hereof.

3.5 **VALIDITY**

Tender submitted by Tenderers shall remain valid for acceptance for a period of six (6) months from the date of opening of the Tender. Tenderers shall not be entitled during the said period of six (6) months, without the consent in writing of the OWNER, to revoke or cancel his Tender or to vary the Tender given or any term thereof. In case of Tenderer revoking or cancelling his Tender or varying any term in regard thereof without the consent of OWNER in writing, the Tenderer shall forfeit Earnest Money paid by him along with Tender. .

ADDENDA /CORRIGENDA

3.6

3.6.1 Addenda/Corrigenda to the Tender Document may be issued upto the date of opening of the Tenders to clarify documents or to reflect modification in the design or CONTRACT Terms.

3.6.2 Each addendum/corrigendum issued by the PROJECT MANAGER and/or Consultant will be distributed in duplicate to each person or organisation to whom a set of Tender Document has been issued. Each recipient will retain one (1) copy of each addendum/ corrigendum for submission along with his Tender and the second copy will be utilised for his reference. However, Tenderer will send a letter to the PROJECT MANAGER and Consultant as acknowledgement of receipt of the same. All addenda/corrigenda issued by the PROJECT MANAGER and/or Consultant shall become part of Tender Document.

3.7 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER

The right to accept the Tender will rest with the OWNER. The OWNER however, does not bind itself to accept the lowest Tender, and reserves to itself the authority to reject any or all the Tenders received without assigning any reason whatsoever. The WORK may be split up entirely if considered expedient. Notwithstanding the invitation of the tender, the OWNER may at its discretion award the whole or part of the work after negotiation with any of the tenderers. No tenderer shall have a right to be invited or participated in such negotiations.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed Conditions are not fulfilled are liable to be rejected.

Canvassing in connection with Tenders is strictly prohibited and Tenders submitted by the Tenderer who resort to canvassing will be liable to rejection.

Tenders containing uncalled for remarks or any additional conditions are liable to rejection.

3.8 SECURITY DEPOSIT

The person/persons whose Tender may be accepted (hereafter called the CONTRACTOR) shall within Ten (10) days of the receipt by him of the notification of the Acceptance of the Tender, shall remit the Initial Security Deposit of 2 1/2% of the accepted value of the Tender to Hindustan Organic Chemicals Limited in the manner stipulated in clause 4.4 of General Conditions of Contract.

3.9 TIME SCHEDULE

The time allowed for carrying out the WORK is as shown in the Document. This shall be signed and submitted along with the Tender. Requests for revision for construction time after Tenders are opened will not be received for consideration.

3.10 COLLECTION OF DATA - TENDERER'S RESPONSIBILITY

The Tenderer shall visit the SITE and acquaint himself fully of the SITE Conditions. The tenderer shall also satisfy himself about the supply of labours, likely labour demands and problems etc. No claims whatsoever will be entertained on the plea of ignorance or difficulties involved in the execution of the work or carriage of materials on account of the SITE, SITE conditions, or supply of labourers or labour demands or problems.

3.11 **RETIRED GOVERNMENT OR COMPANY OFFICERS**

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in Engineering Department of the State/Central Government or of the OWNER is allowed to work as a Contractor for a period of two (2) years after his retirement from Government Service, or from the employment of the OWNER without the previous written permission of the OWNER. The CONTRACT, if awarded, is liable to be cancelled if either the CONTRACTOR or any of his employees is found at any time to be such a person, who had not obtained the permission of the State/Central Government or of the OWNER as aforesaid before submission of Tender, or engagement in the CONTRACTOR'S service as the case may be.

3.12 **SIGNING OF CONTRACT**

The Successful Tenderer shall be required to execute an Agreement in the proforma attached to the Tender Document within Ten (10) days of the receipt by him of the notification of Acceptance of Tender. In the event of failure on the part of the successful Tenderer to sign the Agreement within the above stipulated period, the Earnest Money or his Initial Deposit will be forfeited and the Acceptance of the Tender shall be considered as cancelled.

3.13 **FIELD MANAGEMENT**

3.13.1 The field management will be the responsibility of the Engineer-in-Charge and/or Consultant. The Engineer-in-Charge and/or Consultant may also authorise his representative to perform his duties and functions.

3.13.2 Clause 5.20 of the General Conditions of Contract shall be referred to in this connection.

3.14 **CO-ORDINATION OF WORK**

The Engineer-in-Charge and/or Consultant as the case may be shall co-ordinate the works of various Agencies engaged at SITE to ensure minimum disruption of work carried out by different Agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the WORK strictly in accordance, with site instructions to avoid hindrance to the Work being executed by other agencies.

3.15 **FURNISHING INFORMATION AND RECORDS**

The contractor shall comply with the instructions of HOC (the Company) from time to time and shall furnish the required information/records/data as and when called for, at his own cost.

ARTICLE - 4

GENERAL OBLIGATIONS**4.1 INTERPRETATION OF CONTRACT DOCUMENT**

- 4.1.1 Except and to the extent otherwise provided by the CONTRACT, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the CONTRACT or any of them the matter may be referred to Engineer-in-Charge and/or Consultant who shall give his decisions and issue to the CONTRACTOR instructions directing in what manner the WORK is to be carried out. The decision of the Engineer-in-Charge and/or Consultant shall be final and conclusive and the CONTRACTOR shall carry out WORK in accordance with the decision. Should any question arise as to the interpretation of any drawing, the interpretation given by the Engineer-in-Charge shall be final and binding on the contractor. Should there be any inconsistency among general conditions and special conditions of Contract, Special Conditions of Contract shall prevail over the General Conditions of Contract.
- 4.1.2 Works shown upon the Drawing but not mentioned in the Specifications or described in the Specifications without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.
- 4.1.3 All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other part of Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof of the CONTRACT.
- 4.1.4 In this Contract Document unless otherwise stated specifically the singular shall include the plural and vice versa wherever the context so requires. Words importing persons shall include relevant incorporated companies/registered associations/body of individuals/firm of partnership.

SPECIAL CONDITIONS OF CONTRACT

- 4.2
- 4.2.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract Specifications of work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.
- 4.2.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 4.2.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations prevail.

- 4.2.4 Wherever it is mentioned in the Specifications that the CONTRACTOR shall perform certain Work or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost.
- 4.2.5 The Materials, Design and Workmanship shall satisfy the relevant Indian Standards, Specifications contained herein and Codes referred to. Where the Specifications stipulate requirements in addition to those contained in the standard Codes and Specifications, these additional requirements shall be satisfied.

4.3 **CONTRACTOR TO OBTAIN HIS OWN INFORMATION**

The CONTRACTOR in fixing his rate shall for all purpose whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing the Tender. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the Tender is not guaranteed.

The CONTRACTOR shall be deemed to have examined the Contract Document, to have generally obtained his own information in all matters whatsoever that might affect the carrying out the WORK at the scheduled Rates and to have satisfied himself to the sufficiency of his Tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the WORK comprised in the CONTRACT according to Drawings and Specifications at the Scheduled Rates. He is deemed to have known the scope, nature and magnitude of the WORK and the requirements of Materials and Labour involved etc and as to what all WORK he has to complete in accordance with the CONTRACT whatever be the defects, omissions or errors that may be found in the Contract Document. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, roads, bridges and culverts means of transport and communications, whether by land water or air, and as to possible interruptions thereto and the access and egress from the SITE, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the Sites for disposal of surplus materials, the available accommodation as to whatever required, Depots and such other Buildings as may be necessary for executing and completing the Work to have local independent enquiries as to the sub-soil, subsoil water and variations thereof storms, prevailing winds, climate conditions and all other similar matters effecting the WORK. He is deemed to have acquainted himself as to his liability for payment of Government taxes customs duty and other charges. He is also deemed to have satisfied himself about the supply of Labour, their wages and trends in wages likely labour-demands and problems.

Any neglect or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the WORK at the scheduled rates and time in strict accordance with the Contract Document. No verbal agreement of inference from conversation with any officer or employee of the OWNER either before or after the execution of the Contract Agreements shall in any way affect or modify any of the term or obligations herein contained.

4.4 **SECURITY DEPOSIT**

- 4.4. A sum of Ten percent (10%) of the accepted value of the Tender shall be deposited by the person/persons (hereafter callee) the CONTRACTOR) as Security Deposit with the OWNER. This may be deposited initially at Two and half percent (21/2) of the value of

CONTRACT (referred as initial Security Deposit) within 10 (Ten)'days of receipt by him of the notification of Acceptance of Tender and the balance Seven and a half percent (7 1/2) will be recovered in instalments through deductions at the rate of Ten percent (10%) of the value of each running account bill till the total Security Deposit amount is collected, after which no further d.eductions from Bills will be made on this account, subject to CI 4.4.3

below. However, if the value of WORK as per actual execution exceeds the accepted value of tender Le. value given in the letter of Acceptance of Tender, further recoveries towards Security Deposit shall be effected at Ten percent (10%) of the value in excess of the accepted value of the Tender from running Bills and final Bill. Similarly if the value as per actual execution is less than the accepted value of Tender, recovery towards Security Deposit, effected in the running Bills, in excess of Ten percent (10%) of the value of WORK as per actual execution shall be refunded to the CONTRACTOR along with the final bill.

Alternatively, the CONTRACTOR may, at his option, deposit the full amount of Ten percent (10%) of the accepted value of the Tender towards the Security Deposit within Ten (10) days of receipt by him of the notification accepting his Tender.

4.4.2

CONTRACTOR can furnish the initial or Total Security Deposit.amount through a Bank Guarantee from any Nationalised Bank in the prescribed form in favour of Hindustan Organic Chemicals Limited.

4.4.3

If the CONTRACTOR/Subcontractor or their employees shall break, deface or destroy any Property belonging to the OWNER and/or consultant or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof the Engineer-in-Charge may cause the same to be made good by other AgenCies and recover expenses from the CONTRACTOR (for which the certificate of the Engineer-in-Charge shall be final).

4.4.4

All Compensation or other sums of money payable by the CONTRACTOR to the OWNER under terms of his CONTRACT may be deducted from or paid by the sale of a sufficient part of his Security Deposit or from any sums which may be due or may become due to the CONTRACTOR by the OWNER or any account whatsoever and in the event of his Security Deposit being reduced by reasons of, any such deductions or sale of aforesaid, the CONTRACTOR shall within Ten (10) days thereafter make good in the form of Bank Guarantee in prescribed proforma any sum or sums which may have been deducted from or realised by sale of his Security Deposit, or any part thereof. No interest shall be payable by the OWNER for any sum deposited as Security Deposit.

4.5

TIME OF PERFORMANCE

4.5.1 The WORK covered by this CONTRACT shall be commenced within twenty one (21) days' after the receipt of the letter of Acceptance of Tender and be completed in stages on or before the dates as mentioned in the Times Schedule of completion of WORK. The CONTRACTOR should bear in mind that time i~ the essence of this Agreement. Request for revision of Construction time afterTenders are opened will not receive any consideration.

4.5.2

TIME SCHEDULE

The general Time Schedule of Construction is given in the Tender Document. CONTRACTOR should submit a detailed monthly or weekly construction programme for the approval of the Engineer-in-Charge or Consultant as the case may be within one (1) month of receipt of Letter of Acceptance of Tender. The WORK shall be executed strictly as per the Time Schedule given in this Document. The period of construction given includes

the time required for testing, rectifications, if any, resting and completion in all respects to the entire satisfaction of the Engineer-in-Charge and/or Consultant as the case may be, and non-compliance with all statutory requirements.

4.6 **FORCE MAJEURE**

Any delays in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for compensation or damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the Public enemy, expropriation or confiscation of facilities by Government authorities, compliances with any order or request of any Governmental authorities, acts of war, rebellion, or sabotage or fires, floods, explosions, riots or illegal strikes. The contractor shall not be entitled to any escalation in rates of wages or cost of materials or otherwise due to any such delay or failure of the performance of the work:

4.7. **EXTENSION OF TIME**

If the CONTRACTOR shall desire an extension of the time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Engineer-in-Charge and/or Consultant within ten (10) days of the date of the hindrance on account of which he desires such extension as aforesaid and the Engineer-in-Charge and/or Consultant shall, if in his opinion (which shall be final) reasonable grounds have been shown therefore, authorise such extension of time as may, in his opinion, be necessary or proper. The Contractor shall not be entitled to any escalation in rates of wages or cost of materials or otherwise by reason of the extension of time for the WORK. Notwithstanding any request or application for extension of time the contractor shall not stop or discontinue the work, but shall continue the work, maintaining the normal rate of progress.

4.8 **PENALTY FOR DELAY**

4.8.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, he shall be liable to pay a penalty of 1 % of the value of CONTRACT per week of the delay subject to a maximum 10% of the value of the CONTRACT. Notwithstanding any extension of time agreed to as provided in clause 4.7 time shall be the essence of the contract.

4.8.2 To ensure good progress during the execution of the WORK the CONTRACTOR shall be bound, in all cases in which the time allowed for any Work exceeds one (1) month, to complete, one fifth of the WORK before one-fourth of the time allowed under the CONTRACT has elapsed, three-eighth of the WORK before one half of such time has elapsed and three fourth of the WORK before three-fourth of such time has elapsed. In the event of the CONTRACTOR failing to comply with this condition, he shall be liable to pay as PENALTY an amount as stipulated above. The penalty so paid shall not relieve the CONTRACTOR from his obligations to complete the WORK or from any other obligations and liabilities under the CONTRACT.

4.9 **PENALTY FOR BREACH**

In case of breach of any of the terms under this contract the Company will have right to shutout from work place any or all persons belonging to the contractor and/or impose fine on each count upto 10% of value of the contract or Rs. 1000/- whichever is more, recoverable from his deposits or bills or any money that may become due to him later. In case the deposits/bills/money are not sufficient to effect recovery the contractor shall replenish the funds within one week of receipt of demand/claim from the Company. In case of subsequent

breach, contract may be terminated at the risk, cost and consequences of the contractor' who will bear extra cost that may be incurred by the Company in getting the remaining work done departmentally or through any other agency.

4.10 **PENALTY.. REASONABLE COMPENSATION**

All sums payable by way of penalty under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.

4.11 **FORFEITURE OF SECURITY DEPOSIT**

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

4.12 **ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

In any case in which under any clause or clauses of this CONTRACT the CONTRACTOR shall have forfeited the whole of his Security Deposit (whether paid in one sum or deducted by instalments) or have committed a breach of any of the terms contained in this CONTRACT the OWNER shall have power to adopt anyone or more of the following courses as he may deem best suited to its interest.

- (a) To rescind the CONTRACT (of which rescission notice in writing to the CONTRACTOR under the hand of the OWNER shall be conclusive evidence) in which case the Security Deposit of the CONTRACTOR shall stand forfeited and be absolutely at the disposal of the OWNER.
- (b) To employ labour paid by the OWNER and to supply materials to carry out the WORK, or any part of the WORK, debiting CONTRACTOR with the cost of labour, cost of tools and plants and Equipment charges, the cost of the materials for which a certificate of the Engineer-in-Charge and/or Consultant shall be final and conclusive against the CONTRACTOR and Ten percent (10%) of costs as above to cover all departmental charges, and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the CONTRACTOR under the terms of CONTRACT. The certificate of Engineer in Charge and/or Consultant as to the value, of the Work done shall be final and conclusive against the CONTRACTOR.
- (c) To measure up the Work of the CONTRACTOR and to take such part thereof as shall be unexecuted out of his hand to give it to another Contractor to complete in which case any expenses which maybe incurred in excess of the sum which would have been paid to CONTRACTOR, if the WORK had been executed by him (the certificate in writing of the Engineer-in-charge and/or Consultant of the excess amount shall be final and conclusive) shall be borne and paid by the CONTRACTOR and may be deducted from any money due to him the OWNER under the CONTRACT or otherwise or from his Security Deposit or from the proceeds of sale thereof of a sufficient part thereof.

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

4.1~ LIABILITY TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 4.11

In any case in which any of the powers conferred upon the OWNER by Clause 4.11 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Security Deposit, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the OWNER putting in force the power under sub clause(a), (b) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools & plants, materials and stores, in or upon the WORK or the SITE thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the contract rates or in the case of these not being applicable at current market rates to be certified by the Engineer in-Charge and/or Consultant whose certificate thereof shall be final, otherwise the Engineer-in-Charge and/or Consultant may give notice in writing to the CONTRACTOR or his Clerk or Works foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the CONTRACTOR failing to comply with any such requisition, the Engineer-in-Charge and/or Consultant may remove them at the CONTRACTOR'S expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge and/or Consultant as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive

against the CONTRACTOR.

4.14 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

If at any time from the commencement of the WORK the OWNER for any reason whatsoever not require the whole or part thereof as specified in the Tender to be carried out the, Engineer-in-Charge and 'or Consultant shall give notice in writing of the fact to the CONTRACTOR, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the WORK in full, but which he did not derive in consequence of the full amount of the WORK not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, Drawings Designs and Instructions which shall involve any curtailment of WORK as originally contemplated.

4.15 CHANGE IN CONSTITUTION

Where the CONTRACTOR is a partnership firm the prior approval, in writing of the OWNER

shall be obtained before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the WORK hereby undertaken by the CONTRACTOR.' In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 4.20 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.

IF THE CONTRACTOR DIES

4.16 Without prejudice to any of the, 'rights or' remedies under this CONTRACT, if the CONTRACTOR dies, the OWNER shall have the option of terminating the CONTRACT without compensation to 'the CONTRACTOR.

EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE

4.17 No Director, or Official or employee of the OWNER and/or Consultant shall In any way personally bound or liable for the acts or obligations of the OWNER. and/or Consultant under the CONTRACT or answerable for any default or omission In. the observance or performance of the acts, matters or things which are herein contained.

4.18 OWNER NOT BOUND BY, PERSONAL REPRESENTATION

The CONTRACTOR shall not be entitled to any Increase on th- Schedule Rates or any other right or claim whatsoever by reason of any representation, explanation or statement or alleged repre\$e-tation, proml,e or guarantees given or alleged to have been glv!3n to him by any person.-

4.19

CONTRACTOR'S OFFICE AT SITE

The CONTRACTOR shall 'provide and maintain an office 'at the ,SITE for accommodation of his agent and staff al'd such office shall be open at all reasonable hours to receive

Instru'ctons, notices, ,or other communications. Such. office, shall be dismantled at contractor's cost.

ACCOMMODATION

It Is strictly forbidden to ,use ,any rooms on the site as living or sleeping quarters. The contractor shall provide at his own cost appropriate accommodation for his personal outside . the Jo- site. Such accommodation shall be In accordance with the applicable regulations.

4.20

CONTRACTOR'S, SUBORDINATE STAFF AND THEIR .CONDUCT

4.20.1 "The CONTRACTOR, on or after award of the WORK ~hali nan1~ "and' depute a qualified engineer having sufficient experience In carrying out WORK of similar nature, to whom the equipments, materials, If any, shall be 'Issued and Instructions of Works given.', The CONTRACTOR shall also provided to the satisfaction of the Engineer-In-Charg,e and/or'

Consultant sufficient and qualified staff to superintend the execution of the WORK" competent subagents,' foremen and leading hands including those specially qualified by previous experience to supervise the types of Works comprised In the CONTRACT In such manner as, will ensure work of the best quality, expeditious working. Whenever In t~e opinion of the Engineer-In-Charge and/or Consultant additional properly qualified. supervisory staff Is considered necessary, they shall be employed by the CONTRACTOR

satisfaction of the Engineer-in-Charge and/or Consultant that Sub Contractors, if any, shall provide competent and efficient supervision, over the Work entrusted to them.

- 4.20.2 If and whenever any of the CONTRACTOR'S or Sub-Contractor's agents, Sub agents, assistants foremen or other employees shall in the opinion of the Engineer-in-Charge and/ or Consultant be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the OWNER or the Engineer-in-Charge and/or Consultant it is undesirable for administrative or any other reason for such person or persons to be employed in the WORK, the CONTRACTOR if so directed by the Engineer-in-Charge and/or Consultant, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the WORK shall not again be employed in connection with the WORK without the written permission of the Engineer-in-Charge and/or Consultant. Any person so removed from the WORK shall be immediately replaced at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the WORK, he shall do so and shall bear all costs in connection herewith.
- 4.20.3 Drinking of alcoholic beverage on the job site is strictly forbidden. The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the OWNER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of Engineer-in-Charge and/or Consultant upon any matter arising under this clause shall be final.
- 4.20.4 If and when required by the OWNER all CONTRACTOR'S personal entering upon the OWNER'S premises shall be properly identified by badges of a type acceptable to the OWNER which must be worn at all times on OWNER'S premises.

4.21 **SUB LETTING OF WORK**

- i) No part of the CONTRACT or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm, or corporation whatsoever except as provided for in the succeeding sub clause, without the consent in writing, of the OWNER
- ii) The OWNER and or Consultant may give written consent to sub-contract for the execution of any part of the WORK at the SITE, being entered into by the CONTRACTOR provided each individual sub-contract is submitted to the Engineer in-Charge and/or Consultant before being entered into and is approved by him.
- Hi) At the commencement of every month the CONTRACTOR shall furnish to the Engineer-in-Charge and/or Consultant list of all Sub-Contractors or other person or firms engaged by the CONTRACTOR, or working at the SITE during the previous month with particulars of the general nature of the sub-contract of WORK.
- iv) Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-charge and/or Consultant shall have received copies of any sub-contractors the, CONTRACTOR shall be and shall remain solely responsible for the quality and proper and expeditious execution of the WORK and the performance

of all the conditions of the CONTRACT in all respects as if such subletting or sub Contracting had not taken place, and as if such WORK had been done directly by the CONTRACTOR.

- v) The Contractor shall indemnify and keep harmless the Owner in respect of any claim whatsoever arising on account of the delay, default, failure, or violation of the provision of this Contract by the Sub-Contractor or his employees and the owner may at its discretion deduct from the bills payable to the Contractor any sum adjudged by the owner to be the loss, compensation or damage due to the delay, default, failure or violation by the subcontractor as aforesaid. The decision of the owner in this respect shall be final and binding on the Contractor.
- vi) If any Sub-Contractor engaged upon the WORK. at the SITE executes any Work which in the opinion of the Engineer-in-Charge and/or Consultant is not in accordance with the Contract Document, the OWNER may be written notice to the CONTRACTOR request him to terminate such sub-contract and the CONTRACTOR upon the receipt of such notice shall terminate such sub-contract and dis1)iss the Sub-Contractors and the latter shall forthwith leave the WORK failing which the OWNER and/or Consultant shall have the right to remove such sub-contractors from the SITE.
- vii) No action taken by the OWNER and/or Consultant under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right. to compensation extension of time or otherwise falling which the OWNER and/or Consultant shall have the right to remove such sub-Contractor's from the Site.

4.22

POWER OF ENTRY

If the CONTRACTOR shall not commence the WORK in the manner previously described in the Contract Document or if shall at any time in the opinion of the Engineer-in-Charge and/or Consultant.

- i) fail to carry out the WORK in conformity with the Contract Document, or
- ii) fail to carry out the WORK in accordance with the time Schedule, or
- Hi) substantially suspend Work or the Work for a period of fourteen (14) days without authority from the Engineer-in-Charge and/or Consultant, or .
- iv) fail to carry out and execute the WORK to the satisfaction of the Engineer-in-Charge and/or Consultant, or
- v) fail to supply sufficient or suitable constructional plant, temporary works, labour, materials or things, or
- vi) commit or suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or- observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen (14) days after notice in writing shall have been given to the CONTRACTOR by the Engineer-in-Charge and/or Consultant requiring such breach to be remedied, or,
- vii) if the CONTRACTOR shall abandon the WORK, or
 - viii) if the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or

reconstruction then in any such case the OWNER shall have the power to enter upon the WORK and take possession thereof and of the materials temporary works, constructional plant, and stock therein, and to revoke the CONTRACTOR'S licence to use the same, and to complete the WORK by his Agents, other Contractors or Workmen or to relet the same upon any terms "and to such other person, firm or corporation as the OWNER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary works, constructional plant, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the Engineer-in-Charge and/or Consultant to be reasonable,

and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works constructional plant and stock are being liable for any loss or damage thereto, and if the OWNER shall by reason of his taking possession of the Works being completed by other contractor (due account being taken of any such extra work or works may be omitted) then the amount of such excess as certified by the Engineer-in-Charge and/or Consultant shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the OWNER by the CONTRACTOR and the OWNER shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plant, materials etc. Constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

4.23

CONTRACTOR'S RESPONSIBILITY WITH OTHER AGENCIES

Without repugnance to any other condition, it shall be the responsibility of the Contractor executing the work of civil construction to work in close co-operation and coordinate the works with the Mechanical; Electrical, Air-conditioning and Inter-communication Contractors and other Agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and openings etc., in wall, slabs, beams and columns etc. and making good the same to the desired finish as per specifications, for the placement of Electrical, Intercommunication cables, Conduits, Airconditioning inlets and outlets grill and other equipment etc. where required. For the above said requirements in the false ceiling and other partitions the Contractor before starting up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Airconditioning Contractors, and other agencies prepare and put up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the work of the aforesaid and the finishes therein, to the Engineer-in-Charge and/or Consultant and get the approval. The Contractor before finally submitting scheme to the Engineer-in-Charge and/or Consultant shall have the written agreement of the other Agencies. The Engineer-in-Charge and/or consultant before communicating his approval to the scheme with any required modifications, shall get the final agreement of all the Agencies, which shall be binding. No claim shall be entertained on account of the above.

The CONTRACTOR shall conform in all respects with the provisions any statutory regulations ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the OWNER and/or Consultant indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such status, ordinances, laws, rules, regulations

4.24 **OTHER AGENCIES AT SITE**

The CONTRACTOR shall have to execute the WORK in such place and condition where other agencies will be engaged for other Works such as Site Grading, Filling and Leveling, Electrical and Mechanical Engineering Works etc. No Claim shall be entertained due to Work being executed in the above circumstances~ .

4.25 **NOTICES**

Any notice hereunder may be served on the CONTRACTOR. or his duly authorised representative at the SITE or may be served registered mail direct to the address furnished by the CONTRACTOR, proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein.

4.26 **RIGHTS OF VARIOUS INTERESTS.**

- i) . The OWNER and/or Consultants reserves the right to distribute the WORK between more. than one Contractor. The CONTRACTOR shall co-operate and afford other Contractors reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their Work.
- ii) Wherever the Work being done by any department of the OWNER and/or Consultant or by other Contractors employed by the OWNER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge and/or Consultant to secure the completion of the various portions of the WORK in general harmony.

4.27 **RIGHT OF OWNER OF DETERMINE ITERMINATE CONTRACT**

- i) OWNER shall, at any time, be entitled to determine and terminate the CONTRACT, if in the opinion of the OWN ER and/o~ Consultant the cessation of the WORK becomes necessary owing to paucity of funds or for any other cause whatsoever, in which the cost of approved materials at the SITE at current market rates as verified and approved. by Engineer-in-Charge and/or Consultant and of the value of the Work done to date by the CONTRACTOR shall be paid for in full at the rate specified in the CONTRACT. A notice in writing .from the OWNER to the CONTRACTOR of such determination and termination and the reason therefore shall be the conclusive proof of the faCt that the CONTRACT has been so determined and terminated by the OWNER.
- ii) Should the CONTRACT be determined under sub-clause (i) of this clause and the CONTRACTOR claims payments to compensate expenditure incurred by him in the expectation of completing the WORK, The OWNER and/or Consultant shall consider such claim as are deemed fair and reasonable and are supported by the vouchers to the satisfaction of the Engineer-in-Charge and/or Consultant. The OWNER'S decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the CONTRACTOR.

4.28 **PATENTS AND ROYALTIES**

CONTRACTOR, if licensed under any patent covering Equipment, Machinery, Materials or compositions of matter to be used or supplied or methods and process to be practised or employed in the performance of this CONTRACT, agrees to pay all royalties and licence fees which may be due with respect thereto. If any Equipment, machinery, materials composition matters, to be used or supplied or methods and process to be practised or employed in the performance of this CONTRACT is covered by a patent under which the

CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the Equipment, machinery, Materials, Compositions method or processes shall obtain such licences, and pay such royalties and licence fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such licence any suit of infringement of such patents which is brought against the CONTRACTOR or the OWNER or Consultant as a result of such patents which is brought against the CONTRACTOR or the OWNER or Consultant as a result of such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the OWNER and or/Consultant if the CONTRACTOR has acquired knowledge of any plan under which a suit for infringement could be reasonably brought because of the use by the OWNER and or/Consultant of any Equipment, Machinery, Material\$, Process methods to be supplied hereunder. CONTRACTOR agrees to and does hereby grant to OWNER and/or consultant together with right to extend the same to any of the subsidiaries of the OWNER and/or Consultant as irrevocable, royalty free licence to use in any country, any invention made by the CONTRACTOR of his employee in or as a result of the performance of the WORK under the CONTRACT. The OWNER and or/Consultant shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use by the OWNER and/or Consultant of the process included in the design prepared by the OWNER and or Consultant and used in the operation of the plant infringes on any patent right. With respect to any sub-contract entered into by contract pursuant to the provisions of the relevant clause hereof the CONTRACTOR shall obtain from the Sub-contractor an undertaking to provide the Owner and/or Consultant with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

4.29 LIENS

If, any time, there should be evidence or any lien or claim of which the OWNER and/or Consultant might have become liable and which is chargeable to the CONTRACTOR, the OWNER and/or Consultant shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER and/or Consultant against such lien or claim and if such lien or claim be valid the OWNER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the OWNER all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

4.30 PAYMENT TO NEXT OF KIN IN CASE OF DEATH OF CONTRACTOR'S EMPLOYEE

In case of death of any person engaged by the contractor or his sub-contractor while in the course of employment, notwithstanding anything stated in this Contract work order the contractor shall make a payment of Rs. 500/- (Rupees Five hundred only) to the next of kin of the person engaged by him or his sub-contractor, within ten days from the date of the death of such worker and furnish to Company satisfactory proof in respect thereof within 15 days of death. For this purpose the Contractor will furnish declaration and nomination (as per proforma attached as Annexure 'B' to these conditions) in respect of every person employed by him or his sub-contractor nominating his next of kin to whom this payment should be made. This declaration/nomination shall be filed with the Personnel Division of

the Company within 4 days of employment of a person. This payment will be over and above the compensation payable by the contractor under Workmen's Compensation Act, 1923 or any other applicable statute.

4.3 **RETURN OF RECORD RELATING TO CONTRACTOR'S PERSONS**

1

Contractor will return all record in respect of employment/non-employment of persons for this contract to the Division awarding the contract, on cessation of such contract work and before passing final payment.

4.32 **STRIKES.**

In case of strikes, the contractor is responsible for the observance of the safety measures within his scope of work.

The contractor shall inform the site management of the measures, he intends to take for this purpose.

This striking personnel must on no account stay on the job site.

4.33 **DISCIPLINE**

Contractor's personnel working at the job site must strictly follow any general and special instructions of the Company. Contractors must desist from any act in violation of discipline or those mentioned below: a) The following is specifically prohibited.

i) Bringing to the Company's premises and carrying of weapons. ii)

Taking animals to Company's premises

iii) The sale, posting and distribution on the Company's premises of newspapers, leaflets and handbills.

iv) Holding of any unofficial meetings on Company's premises.

b) Representative of the Company, our customer, any persons authorised by him, shall have free access to any room any installation of the contractor on the Company's premises.

c) The Company will not accept any responsibilities of theft or damage to, any equipment or possessions of the contractor or his personnel.

d) The Company may issue addenda to these rules.

ARTICLE - 5

PERFORMANCE OF WORK

5.1 EXECUTION OF WORK

All the WORK shall be executed in strict conformity with the provisions of the Contract Document and with such explanatory detailed Drawings, Specifications and Instructions as may be furnished from time to time to the CONTRACTOR by the Engineer-in-Charge and/or Consultant whether mentioned in the CONTRACT or not, The CONTRACTOR shall be responsible for ensuring that WORK throughout are executed in the most substantial, proper and workman-like manner with the quality of material and workmanship in strict accordance with the Specifications and to the entire satisfaction of the Engineer-in-Charge and/or Consultant.

5.2 CO-ORDINATION AND INSPECTION OF WORK

The co-ordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the Engineer-in-Charge and/or Consultant. The written instructions regarding any particular work will normally be passed by the Engineer-in-Charge and/or Consultant or his Authorised Representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgment and the duplicate returned to Engineer-in-Charge within twelve hours.

5.3 WORK IN MONSOON AND DEWATERING

5.3.1 The completion of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain such labour force as may be required for the WORK and plan and execute the construction and erection according to the prescribed schedule. No extra will be payable for such Work in monsoon.

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

5.4 WORK ON SUNDAYS AND HOLIDAYS

For carrying out WORK on Sundays and Holidays, the CONTRACTOR will approach the Engineer-in-Charge and/or Consultant or his representative at least two (2) days in advance and obtain permission in writing. The owner will not compensate for work on Sundays and Holidays.

5.5 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK

5.5.1 The working time is forty-eight (48) hours per week. Overtime work is permitted in cases of need and the OWNER will not compensate the same. Shift working at two (2) or three (3) shifts per day will become necessary and the CONTRACTOR should taken this aspect into consideration for formulation his. rates for quotation. No extra claims will be entertained by the OWNER on this account.

- 5.5.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The OWNER will not entertain any claim for idle time payment whatsoever.
- 5.5.3 The CONTRACTOR shall submit to the OWNER and/or Consultant reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT.

DRAWINGS TO BE SUPPLIED BY OWNER

- 5.6 Where Drawings are attached with Tender, these shall be for the general guidance of the CONTRACTOR to enable him to visualise the type of Work contemplated and Scope of Work involved. The CONTRACTOR will be deemed to have studied the Drawings and formed an idea about the WORK involved.
- 5.6.1
- 5.6.2 Detailed working Drawings on the basis of which actual execution of WORK is to proceed will be furnished from time to time during the progress of WORK. CONTRACTOR shall be deemed to have gone through the Drawings supplied to him thoroughly and carefully, and in conjunction with all other connected Drawings and bring to the notice of the Engineer-in-Charge discrepancies if any, therein before actually carrying out the WORK.
- 5.6.3 Copies of all detailed working Drawing relating to WORK shall be kept at the CONTRACTOR'S office on the SITE and shall be made available to the Engineer-in-Charge and/or Consultant at any time during CONTRACT. The drawings and other Documents issued by the OWNER shall be returned to the OWNER on completion of the WORK.

DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR

- 5.7 Where Drawings/Data are the furnished by the CONTRACTOR, they shall be as enumerated in the special conditions of the CONTRACT, and shall be furnished within the specified time.
- 5.7.1
- 5.7.2 Where approval of Drawings, Manufacture/construction/fabrication has been specified, it shall be CONTRACTOR'S responsibility to have these Drawings prepared as per the directions of Engineer-in-Charge and/or Consultant and get approved before proceeding with Manufacture/Construction/Fabrication as the case may be. Any changes that may become necessary in these Drawings during the execution of WORK shall have to be carried out by the CONTRACTOR to the satisfaction of Engineer-in-Charge and/or Consultant at no extra cost. All final Drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and the Engineer-in-Charge and/or Consultant.

Certified true for

.....; Project

Agreement No.....

Signed
(CONTRACTOR)

(Engineer-in-charge
and/or consultant)

5.7.3 A period of three (3) weeks from the date of receipt shall be required for approval of Drawings by the Engineer-in-Charge or the Consultant as the case may be.

5.8 **SETTING OUT WORK**

5.8.1 The Engineer-in-Charge and/or Consultant shall furnish the CONTRACTOR with only the four (4) corners, of the SITE and level Bench Mark and the CONTRACTOR shall, set out of the WORK and shall provide and efficient staff for the purpose and shall be responsible for the accuracy of such setting out.

5.8.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all Stakes, Template, Level Marks, Profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing Survey Marks. Boundary Marks, Distance Marks and Centre Line Marks either existing or supplied and fixed by the CONTRACTOR. The WORK shall be set out to the satisfaction of the Engineer-in-Charge and/or Consultant. The approval thereof or joining with the CONTRACTOR by the Engineer-in-Charge and/or Consultant in setting out the WORK, shall not relieve, the CONTRACTOR of any of his responsibilities.

5.8.3 Before beginning the WORK, the CONTRACTOR shall at his own cost, provide necessary reference and level posts, pegs, bamboos, flags ranging rods, strings and other materials for proper layout of the WORK in accordance with the scheme for bearing marks acceptable to the Engineer-in-Charge and/or Consultant. The centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars: Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge and/or consultant in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the point during construction.

5.8.4 Pillars bearing geodetic marks located at the SITE of work under construction should be protected and fenced by the CONTRACTOR.

5.8.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

5.9 **RESPONSIBILITY FOR LEVEL AND ALIGNMENT.**

The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of WORK and shall rectify effectually any errors or imperfections therein. Such rectification shall be carried out by CONTRACTOR at his own cost, when instructions are issued by the Engineer-in-Charge.

5.10 **MATERIAL TO BE SUPPLIED BY CONTRACTOR**

CONTRACTOR shall procure and provide the whole of the materials required for the construction (including M.S. Rods, cement and other building materials) tools, tackles, construction plant and Equipment for the completion and maintenance of WORK except structural steel, M.S.Rods, Ribbed torsteel and cement which will be issued by the OWNER and shall make his own arrangement for procuring such materials

and for the transport thereof. OWNER may give necessary recommendation to the respective authority if so desired by CONTRACTOR but assumes no further responsibility of any nature OWNER and/or Consultant will insist on the procurement of materials which bear ISI stamp and/or which are, supplied by reputed suppliers borne on DGS & D list.

STORES SUPPLIED BY OWNER

5.11

5.11.1

If specification of WORK provides for the use of any material of special description to be supplied from OWNER'S stores or it is required that CONTRACTOR shall use certain stores to be provided by the Engineer-in-Charge, and/or Consultant such materials, and stores, and price to be charged thereof as herein mentioned being so far as practicable for the convenience of CONTRACTOR, but not so as in any way to control the meaning or effect of CONTRACT. CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for purpose of, CONTRACT only. The sums due from CONTRACTOR for the value of material supplied by OWNER will be recovered from the running account bill on the basis of the actual consumption of materials in WORK covered and for which the running account bill has been prepared. After the completion of WORK, or when called upon by the Engineer-in-Charge to do so, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this Document.

5.11.2.

The value of the stores materials as may be supplied to CONTRACTOR by OWNER will be debited to CONTRACTOR'S account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price. which for the purpose of CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at OWNER'S stores. All materials supplied to CONTRACTOR shall remain the absolute property of OWNER and shall not be removed on any account from SITE, and shall be at all times open for inspection to the Engineer-in-Charge and/or Consultant. Any such materials remaining unused at the time of the completion or termination of CONTRACT shall be returned to OWNER'S stores or at a place as directed by the Engineer-in-Charge and/or consultant in perfectly good condition at CONTRACTOR'S cost.

5.12

CONDITIONS FOR ISSUE OF MATERIALS'

- i) Materials specified as to be issued by OWNER and/or Consultant will be supplied to CONTRACTOR by OWNER and or Consultant from his stores. It shall be the responsibility of CONTRACTOR to take delivery of the materials and arrange for its loading, transport unloading at SITE at his own cost. The materials shall be issued between the working hours and as per the rules. of OWNER and/or Consultant as framed from time to time.
- ii) CONTRACTOR shall bear all incidental charges for the Storage and safe custody of materials at SITE after these have been issued to him.
- Hi) Materials specified as to be issued by OWNER and/or Consultant shall be issued in standard size as obtained from the manufacturers.
- lv) CONTRACTOR shall construct suitable godown at SITE for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

- v) It shall be duty of CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by OWNER and/or Consultant, it shall be the responsibility of CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the directions of the Engineer-in-Charge and/or Consultant.
- vi) OWNER and/or Consultant shall not be liable for delay in supply or non-supply of any materials which OWNER or Consultant has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of OWNER and/or Consultant. In no case CONTRACTOR shall be entitled to claim any compensation of loss suffered by him on this account.
- vii) It shall be 'responsibility of CONTRACTOR to' arrange in time all materials required for WORK other than those to be supplied by OWNER and/or Consultant. If, however, in the opinion of the Engineer-in-Charge and/or Consultant the execution of WORK is likely to be delayed due to CONTRACTOR'S inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge and/or Consultant shall have the right at his own discretion to issue such materials if available with OWNER and/or Consultant or procure the materials from the market or elsewhere and CONTRACTOR will be found to take such materials at the rates decided by the Engineer-in-Charge and/or Consultant. This, however, does not in any way absolve CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of WORK.
- viii) None of materials supplied to contractor will be utilised by CONTRACTOR for manufacturing item which can be obtained as supplied for standard Manufacturer in finished form.
- ix) CONTRACTOR shall, if desired by the Engineer-in-Charge and/or Consultant, be required to execute an indemnity bond in the prescribed form, for safe custody and accounting of all materials issued by OWNER.
- x) CONTRACTOR shall furnish to the Engineer-in-Charge and/or consultant, sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by OWNER and/or Consultant and the time when the same will be required by him for WORK, so as to enable the Engineer-in-Charge and/or Consultant to make necessary arrangements, for procurement and supply of the material.
- xi) A day account of the materials issued by OWNER and/or Consultant shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer in-Charge and/or Consultant along with all connected papers viz. requisitions, issues etc; and shall be always available for inspection in the CONTRACTOR'S office at SITE.
- xii) CONTRACTOR should see that only required quantities of materials are got issued. CONTRACTOR shall not be entitled to cartage incidental charges for returning the surplus materials, if any, to the stores where from they were issued or to the place as directed by the Engineer-in-Charge and/or Consultant.

xiii) Materials/Equipment supplied by OWNER shall not be utilised for any other purpose(s) than issued for.

xiv) Material supplied by the owner shall be used only as per standard data requirement and any short use of excess shall be recovered at the double recommended rates.

5.13 MATERIAL PROCURED WITH ASSISTANCE OF OWNER AND/OR CONSULTANT

Notwithstanding anything contained to the contrary in any or all the clauses of the CONTRACT where any materials for the execution of CONTRACT are procured with the assistance of OWNER and/or Consultant either by issue from OWNER'S stock purchases made under orders or permits or licences issued by Government, CONTRACTOR shall hold the said materials as trustee for OWNER and use materials economically and solely for the purpose of CONTRACT and not dispose them of without the permission of OWNER and return, if required by the Engineer-in-Charge and/or Consultant, all surplus or unserviceable materials that may be left with him after the completion of CONTRACT or at its termination for any reason whatsoever on his being paid or credited such price as the

Engineer-in-Charge and/or Consultant shall determine having due regard to the condition of the materials. The price allowed to CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the Engineer-in-Charge and/or Consultant shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, CONTRACTOR shall, in terms of licences or permits and/or for criminal breach of trust, be liable to compensate OWNER at double rate or any higher rate. In the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the Engineer-in-Charge and/or Consultant at his decision shall be final and conclusive.

5.14 MATERIALS OBTAINED FROM DISMANTLING

If CONTRACTOR in the course of execution of WORK is called upon to dismantle any part for reasons other than those stipulated in clauses 5.20 and 5.24 hereunder, the materials obtained in the work of dismantling etc., will be considered as OWNER'S property and will be disposed of to the best advantage of OWNER:

5.15 ARTICLES OF VALUE FOUND

All gold, silver and other minerals of any description and all precious stones, coin, treasure, relics antiquities and other similar things which shall be found in, under or upon SITE, shall be the property of OWNER and CONTRACTOR shall duly preserve the same to the satisfaction of the Engineer-in-Charge and/or Consultant and shall time to time deliver the same to such person or persons indicated by OWNER.

5.16 DISCREPANCIES BETWEEN INSTRUCTIONS

Should any discrepancy occur between the various instructions furnished to CONTRACTOR, his agents or staff or any doubt arises as to the meaning of any such instructions or should be any misunderstanding between CONTRACTOR'S staff and the Engineer-in-Charge's and/or Consultant's staff, CONTRACTOR shall refer the matter immediately in writing to the Engineer-in-Charge and/or Consultant whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

p, 17 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK

- A) The Engineer-in-Charge and/or Consultant shall have power to make any alternations in omissions from, additions to, or substitutions for, the schedule or rates, the original Specifications, Drawings, Designs and Instructions that may appear to him to be necessary or advisable during the Progress of WORK and CONTRACTOR shall be bound to carry out such altered/extra/new Items of WORK in accordance with any instructions which may be given to him in writing' signed by the Engineer-in-Charge and/or Consultant and such alternations, omissions, additions or substitutions shall not invalidate CONTRACT and any altered, additional or substituted Work in which CONTRACTOR may be directed to do in the manner above specified as part of the Work shall be carried out by CONTRACTOR on the same conditions in all respects on which he, agreed to do the WORK. The time for completion of WORK may be

extended for the part of the particular job at the direction of the Engineer-In-Charge and/or Consultant for only such alterations, additions or substitutions of Work, as he may consider as just and reasonable. The rates for such additional, altered or substituted Work under this clause shall be worked out in accordance with the following provisions:

- a) If the rates for additional, altered or substituted class Work are specified in CONTRACT for Work. CONTRACTOR is bound to carry out the additional, altered or substituted Work at the same rates as are specified in CONTRACT.
- b) If the rates for the additional, altered or substituted Work are not specifically provided in CONTRACT for WORK, the rates will be derived from the rates for similar class of Work as are specified in CONTRACT for WORK. The opinion of the Engineer-In Charge and/or Consultant as to whether or not the rates can be reasonably so derived from the Items in this CONTRACT will be final and binding on CONTRACTOR.
- c) If the rates for the altered, additional or substituted, Work cannot be determined in the manner specified in the sub clause (a) & (b) above, then CONTRACTOR shall, within seven (7) days of the date of receipt of order to carry out WORK, inform the Engineer-in-Charge and/or Consultant of the rate which it is his intention to charge for such class of Work, supported by analysis of the rates claimed, and the Engineer In-Charge and/or Consultant shall determine the rate or rates on the basis of the prevailing market rates of materials, labour cost at schedule of labour plus ten percent (10%) thereon to cover CONTRACTOR'S supervision, over heads and profit and pay the CONTRACTOR accordingly. The opinion of the Engineer-In-charge and/or Consultant as to the current rates of materials and market the quantum of labour involved per unit of measurement will be final and binding on CONTRACTOR.
- d) Provisions contained in sub clause (a) to (c) above shall not, however, apply in the following cases

Where the value of addition of new Items together with the value of alternations, additions, deletions or substitutions exceeds by or is less than plus minus (±) Twenty five percent (25%) of the accepted value of Tender as given in the letter of Acceptance of Tender, the Item rates in the Schedule of Rates shall hold good for all such variations between the above-mentioned limits.

B) In case the total value of the work, including additional, altered or substituted work exceeds 25 percent of the value stipulated in the Letter of Acceptance of Tender, the Contractor can for the excess of work done over 25% claim revision of the rates supported by a proper analysis. The Engineer-in-Charge and/or Consultant may revise the rates for such excess having regard to the market rates, and the Contractor shall be paid in accordance with the rates so fixed. The decision of the Engineer-in-Charge and/or Consultant in this respect shall be final and binding on the contractor. .
But, under no circumstances, CONTRACTOR shall suspend WORK on the plea of non-settlement of items falling under this clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in the rate of items quantities in excess of the limits specified in clause (d) notwithstanding the fact that rates for such items exist in the tender with the provisions of sub clause (b) of clause 5.17, and the engineer in charge and or/consultant revise such rates having regard to the prevailing market rates. Notwithstanding anything contained in 4.13 and 6.1 (vii) the parties to this agreement mutually agree that paragraph 5.17 A&8 shall be applicable to work done under unit rate basis only.

5,18 ACTION WHERE NO SPECIFICATIONS IS ISSUED

In case of any class of Work for which there is no such Specification supplied by OWNER

and/or Consultant as is mentioned in the Tender Document such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the work should be carried out as per Standard Engineering Practice

subject to the approval of the Engineer-in-Charge and/or Consultant. .

5,19 ABNORMAL RATES

CONTRACTOR is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of CONTRACT. This will avoid loss or profit or gain in case of curtailment or change of Specification for any item. In case it is noticed that the rates quoted by the Tenderer of any item are usually high or unusually low it will be sufficient cause for the rejection of the Tender unless the OWNER and/or Consultant is convinced about the reasonableness of

the rates on scrutiny of the analysis for such rate to be furnished by the Tenderer on demand.

5,20 INSPECTION OF WORK

5,20.1 The Engineer-in-Charge and/or consultant will have full power and authority to inspect the

WORK at any time wherever in progress either on the SITE or at the CONTRACTOR'S premises/Workshops wherever situated, premises/Workshops of any person, firm or corporation where work in connection with the CONTRACT may be in hand or where

materials are being or are to be supplied, and CONTRACTOR shall afford or procure for

the Engineer-in-Charge and/or Consultant every facility/assistance to carry out such inspection., CONTRACTOR shall, at all times not which reasonable notice of the intention of the Engineer-in-Charge and/or Consultant or his representative to visit the WORK shall have been given to CONTRACTOR either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for the purpose. Orders given to the CONTRACTOR'S agent shall be considered to have the same force as if they had been given to CONTRACTOR himself. CONTRACTOR shall give no less than seven (7) days notice in writing to the Engineer-in-Charge and/or Consultant before covering

up or otherwise placing beyond reach of inspection and measurement any work in

B) In case the total value of the work, including additional, altered or substituted work exceeds 25 percent of the value stipulated in the Letter of Acceptance of Tender, the Contractor can for the excess of work done over 25% claim revision of the rates supported by a proper analysis. The Engineer-in-Charge and/or Consultant may revise the rates for such excess having regard to the market rates, and the Contractor shall be paid in accordance with the rates so fixed. The decision of the Engineer-in-Charge and/or Consultant in this respect shall be final and binding on the contractor. But, under no circumstances, CONTRACTOR shall suspend WORK on the plea of non-settlement of items falling under this clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in the rate of items quantities in excess of the limits specified in clause (d) notwithstanding the fact that rates for such items exist in the tender with the provisions of sub clause (b) of clause 5.17, and the engineer in charge and or/consultant revise such rates having regard to the prevailing market rates. Notwithstanding anything contained in 4.13 and 6.1 (vii) the parties to this agreement mutually agree that

5.18 paragraph 5.17 A&B shall be applicable to work done under unit rate basis only.

ACTION WHERE NO SPECIFICATIONS IS ISSUED

In case of any class of Work for which there is no such Specification supplied by OWNER and/or Consultant as is mentioned in the Tender Document such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the work should be carried out as per Standard Engineering Practice subject to the approval of the Engineer-in-Charge and/or Consultant.

5.19 ABNORMAL RATES

CONTRACTOR is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of CONTRACT. There will avoid loss or profit or gain in case of curtailment or change of Specification for any item. In case it is noticed that the rates quoted by the Tenderer of any item are usually high or unusually low it will be sufficient cause for the rejection of the Tender unless the OWNER and/or Consultant is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the Tenderer on demand.

5.20 INSPECTION OF WORK

5.20.1 The Engineer-in-Charge and/or consultant will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR'S premises/Workshops wherever situated, premises/Workshops of any person, firm or corporation where work in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and CONTRACTOR shall afford or procure for the Engineer-in-Charge and/or Consultant every facility/assistance to carry out such inspection. CONTRACTOR shall, at all times not less than reasonable notice of the intention of the Engineer-in-Charge and/or Consultant or his representative to visit the WORK shall have been given to CONTRACTOR either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for the purpose. Orders given to the CONTRACTOR'S agent shall be considered to have the same force as if they had given to CONTRACTOR himself. CONTRACTOR shall give no less than

seven (7) days notice in writing to the Engineer-in-Charge and/or Consultant before covering up or otherwise placing beyond reach of inspection and measurement any work in

that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR'S expense for carrying out such measurement or inspection.

5.20.2 No material shall be despatched outside HOC premises from CONTRACTOR'S stores before obtaining the approval in writing of the Engineer-in-Charge and/or consultant. .

5.20.3 CONTRACTOR is to provide at all times during the progress of WORK and maintenance period proper means of access with ladders, gangways, etc., and the necessary attendance to move and adopt as directed for inspection or measurement of WORK by the Engineer-in-Charge and/or Consultant.

5.21 ASSISTANCE TO ENGINEER-IN-CHARGE AND/OR CONSULTANT

CONTRACTOR shall make available to the Engineer-in-Charge and/or Consultant free of cost all necessary instruments and assistance in checking of setting out of WORK and in the checking of any WORK made by CONTRACTOR for the purpose of setting out and taking measurement of WORK.

TEST FOR QUALITY OF WORK

5.22 All workmanship shall be of the respective kinds described in the contract Document and in accordance with the instructions of the Engineer-in-Charge and/or Consultant and shall be subjected from time to time to such test at CONTRACTOR'S cost as the Engineer-in-Charge and/or Consultant may direct at the place of manufacturer or fabrication or on the SITE or at all or any such places. CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge and/or Consultant.

5.22.1

5.22.2 All the tests that will be necessary in connection with the execution of WORK as decided by the Engineer-in-Charge and/or consultant shall be carried out at the field testing laboratory of OWNER if available by paying the charges as decided by OWNER, from time to time. In case of non availability of testing facilities with Owner the required test shall be carried out at the cost of CONTRACTOR at government or any other testing laboratory as directed by Engineer-in-Charge and/or consultant. .

5.22.3 If any tests are required to be carried out in connection with the Work or materials or workmanship not supplied by CONTRACTOR, such tests shall be carried out by CONTRACTOR as per the instructions of Engineer-in-Charge and/or Consultant and cost of such tests shall be reimbursed by OWNER.

5.23 SAMPLES

CONTRACTOR shall furnish to the Engineer-in-Charge and/or Consultant for approval when requested or if required by the Specifications, adequate samples of all materials and finishes to be used in WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finished applied in WORK shall be fully equal to the approved samples.

5.24 ACTION AND COMPENSATION IN CASE OF BADWORK

If it shall appear to the Engineer-in-Charge and/or consultant that any Work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description, on that any materials or articles provided by CONTRACTOR for the execution of WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in

accordance with CONTRACT, CONTRACTOR shall on demand in writing from the Engineer-in-Charge and/or Consultant or his authorised representative specifying the Work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the Work, so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge and/or Consultant in his demand aforesaid, CONTRACTOR shall be liable to pay compensation at the rate of one percent (1 %) of the estimated cost of the WORK, for every week limited to a maximum of Ten percent (10%) of the value of the WORK, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge and/or Consultant may on expiry of notice period rectify or remove and re-execute the Work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of CONTRACTOR, the decision of the Engineer-in-Charge and/or Consultant as to any question arising under this clause shall be final and conclusive.

5.25

SUSPENSION OF WORK

- i) Subject to the provisions of the sub-para (ii) of this clause, CONTRACTOR shall if ordered in writing by the Engineer-in-Charge and/or Consultant or his representative, temporarily suspend the WORK or any part thereof for such period and such time as so ordered and shall not, after receiving such written order proceed with WORK therein ordered to be suspended until he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of WORK aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of WORK as aforesaid Will be granted to CONTRACTOR should be apply for the same provided that the suspension was not consequent to any default or failure on the part of CONTRACTOR. The Contractor shall not be entitled to any compensation or escalation in rates of wages or prices of materials, due to extension of time by reason of suspension of work ordered by the Engineer in-Charge and/or Consultant.
- ii) In case of suspension of WORK ordered in writing by Engineer-in-Charge and/or Consultant for a period of more than two (2) months, CONTRACTOR shall have the option of terminate CONTRACT.

5.26

OWNER MAY DO PART OF WORK

Upon failure of CONTRACTOR to comply with any instruction given in accordance with the provisions of the CONTRACT, OWNER and/or Consultant has the alternative right, instead of assuming charge of WORK, to place additional labour force, tools, Equipment and materials on such parts of WORK, as OWNER and/or Consultant may designate or also engage another Contractor to carry out WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to CONTRACTOR, the cost of such WORK and materials with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to CONTRACTOR shall pay the difference to OWNER.

5.27

POSSESSION PRIOR TO COMPLETION

The Engineer-in-Charge and/or Consultant shall have the right to take possession of or use any completed or partially completed Work or part of WORK. Such possession or use

shall not be deemed to be an acceptance of any Work completed in accordance with CONTRACT. If such prior possession or use by the Engineer-in-Charge and/or Consultant delays the progress of Work equitable adjustment in the time of completion will be made and the CONTRACT shall be deemed to be modified accordingly. The CONTRACTOR shall not be entitled to any compensation or escalation in rates of wages or prices of materials due to the delays in the progress of work on account of such prior possession or use by the Engineer-in-Charge and/or Consultant.

PERIOD OF LIABILITY

5.28

5.28.1

CONTRACTOR shall guarantee the installation WORK for a period of Twelve (12) months from the date of issue of completion certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the Equipments or materials supplied by him or in the workmanship shall be rectified or replaced by CONTRACTOR at his own expense as deemed necessary by the Engineer-in-Charge and/or Consultant or in default, the Engineer-in-Charge and/or Consultant may cause the same to be made good by other workmen and deduct expenses (of which the certificate of Engineer-in-Charge and/or Consultant shall be final) from any sums that may be then or at anytime thereafter, become due to CONTRACTOR or from his Security Deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

5.28.2

If CONTRACTOR feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the Engineer-in-Charge and/or Consultant in writing.

5.28.3

From the commencement to completion of WORK, CONTRACTOR shall take full responsibility for the care for WORK including all temporary works and in case any damages, loss or injury shall happen to WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion WORK shall be in good order and in conformity in every respects, with the requirements of CONTRACT and the Engineer-in-Charge and/or Consultant's instructions.

5.28.4

If at any time, before WORK is taken over, the Engineer-in-Charge and or Consultant shall :-

- a) Decide that any work done or materials used by CONTRACTOR or any Sub-Contractor is defective or not in accordance with CONTRACT, or that work or any portion thereof are defective, or do not fulfil the requirements of CONTRACT (all such materials being hereinafter, called 'Defects' in this clause), and (b) as soon as reasonably practicable gives to CONTRACTOR notice in writing of the said decision, specifying particulars of the defect alleged to exist or to have occurred, than CONTRACTOR shall at his own expense and with all speed make good the defects as specified.

In the case CONTRACTOR shall fail to do so, OWNER, and/or Consultant may take, at the cost of CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by OWNER and/or Consultant will be recovered from the amount due to CONTRACTOR. The decision of the Engineer-in-Charge and/or consultant with regard to the amount to be recovered from CONTRACTOR will be final and binding on CONTRACTOR. As soon as WORK have been completed in accordance with CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 5.28.1 of General Conditions of the Contract) and have passed the tests on completion. The Engineer-in-Charge and/or consultant shall issue a certificate (hereinafter called

Completion Certificate) in which he shall certify that date on which WORK have been so completed and have passed the said tests and OWNER and/or Consultant shall be deemed to have taken over WORK on the date so certified. If WORK have been divided into various groups in CONTRACT, OWNER and/or Consultant shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-Charge and or consultant shall issue a Completion Certificate which will, however, be for such group or groups so taken over only.

28.5 In order that CONTRACTOR could obtain a Completion Certificate he shall make good, with all possible speed any defect arising from the defective materials supplied by CONTRACTOR or workmanship of any contractor omission of CONTRACT that have been noticed or developed, after the WORK or group of Work has been taken over, the period allowed for carrying out such work will be normally one, (1) month, if any defect be not remedied within a reasonable time, OWNER and or consultant may proceed to do WORK at CONTRACTOR'S risk and expense and deduct from the Final Bill such amount as may be decided by OWNER and/or Consultant.

If by reason of any default on the part of CONTRACTOR a Completion Certificate has not been issued in respect of every portion of WORK within one (1) month, after the date fixed by CONTRACT for the completion of WORK, OWNER and/or consultant shall be at liberty, to use WORK or any portion thereof in respect of which Completion Certificate has been issued, provided that WORK of the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these Work for the issue of Completion Certificate.

ARTICLE - 6

CERTIFICATES AND PAYMENTS**6.1 SCHEDULE OF RATES AND PAYMENTS**

6.1.1 The price to be paid by OWNER to CONTRACTOR for the WORK to be done and for the performance of all the obligations undertaken by CONTRACTOR under CONTRACT shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub clause of this clause) and payment to be made accordingly for the Work actually executed and approved by the Engineer-in-Charge and or Consultant. To sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of CONTRACTOR under CONTRACT and no further or other payment whatsoever shall be or become due or payable to CONTRACTOR under CONTRACT.

6.1.2 The prices/ rates quoted by CONTRACTOR shall remain firm till the issue of final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken executing, completing and handling over WORK to OWNER and/or Consultant by CONTRACTOR. CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of WORK and materials required through Contract Document may not fully and precisely furnish them. He shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of Work and materials as may be reasonable and necessary to complete WORK. The opinion of the Engineer-inCharge and/or Consultant as the item of Work which are necessary and reasonable for completion of WORK shall be final and binding on CONTRACTOR, although the same may not be shown on or described specifically in Contract Document.

Generality of this present provision shall not be deemed to cut down or limit in any way, because in certain cases it may and in other cases it may not be expressly stated that CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that same are included in and covered by the Schedule of Rates.

6.1.3 Without in any limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all constructional Plant. Temporary Work. (except as provided for herein), Pumps, Materials, Labour, Insurance, Fuel, Stores and Appliances to be supplied by CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and execution of WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Document or as may be ordered in writing during the continuance of CONTRACT.

6.1.4 The schedule of Rates shall be deemed to include and cover all the cost of all royalties and fee for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for WORK and shall include an indemnity to OWNER and/or consultant which CONTRACTOR hereby gives against all

actions, proceedings, claims, costs and expenses arising from the incorporation in or use on WORK of any such articles, processes or materials. Octroi or other municipal or local Board charges if levied on materials, Equipment or machineries to be brought to SITE for

use on WORK shall be borne by CONTRACTOR.

- 6.1.5 No exemption or reduction of customs duties, excise duties, sales tax, quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, CONTRACTOR shall also obtain and pay for all permits, or other privileges necessary to complete WORK.
- 6.1.6. The schedule of Rates shall be deemed to include and cover risk of all possibilities of delays and interference with CONTRACTOR'S conduct of WORK which occur from any cause including orders of OWNER and/or Consultant in the exercise of his powers and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.
- 6.1.7 For Work under Unit Rate basis, no alteration will be allowed in the schedule of Rates by reason of WORK or any part of them being modified, altered, extended, diminished or omitted. The Schedule of Rates are fully inclusive rates which have been fixed by CONTRACTOR and agreed to by OWNER and cannot be altered.

For Lumpsum Contract, the payment will be made according to the Work actually carried out, for which purpose an item wise, or work wise, Schedule of Rates shall be furnished, suitable for evaluating the value of work done and preparing running account Bills. Lumpsum Contract shall also allow for any increase or decrease in the total quantity of work up to approximately Twenty-five percent (25%) for the quoted price, and the Contract Value shall be adjusted accordingly.

PROCEDURE FOR MEASUREMENT/BILING OF WORK IN PROGRESS

- 6.2 All measurements shall be in metric system. All the Work in progress will be jointly measured by the representative of the Engineer-in-Charge and/or Consultant and CONTRACTOR'S authorised agent progressively. Such measurement will be got recorded in the measurement Book by the Engineer-in-Charge and/or Consultant or his authorised representative and signed in token of acceptance by CONTRACTOR or his authorised representative.

For the purpose of taking joint measurement CONTRACTOR'S representative shall be bound to be present whenever required by the Engineer-in-Charge and/or Consultant. If, however, he is absent for any reason whatsoever the measurement will be taken by the Engineer-in-Charge and/or Consultant or his representative and this will be deemed to be correct and binding on CONTRACTOR.

- 6.2.2 CONTRACTOR will submit a Bill in approved proforma in quintuplicate to the Engineer-in-Charge and/or Consultant of Work giving abstract and detailed measurement for the various items executed during a month, before the expiry of the first week of the succeeding month. The Engineer-in-Charge and/or Consultant shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of twenty (20) days from presentation of the bill.

In the case of Tenders for completed item of work, CONTRACTOR may be allowed 'Secured

- 6.2.3

Advance' on the security of the materials brought to SITE for execution of the Contracted item of Work to the extent of Seven/ five percent (75%) of the value of materials as assessed by the Engineer-in-Charge and/or Consultant provided that the materials are of an imperishable nature and that a formal agreement is drawn up with CONTRACTOR under which OWNER and/or Consultant 'secures a lien on the materials and if safeguard against losses due to CONTRACTOR postponing the' execution of the WORK or to the storage or misuse of the materials and against the expense entitled for their proper watch and safe custody. Recoveries of advances so would not be postponed until WORK entrusted to CONTRACTOR is completed. They should be adjusted from his Work done as the materials are used, the necessary deductions being made whenever the items of work in which they are used are billed for.

6.2.4 In case of any dispute as to the mode of measurement not covered by CONTRACT to be adopted for any item of work, mode of measurement as per latest Indian Standard specification shall be followed.

6.3 LUMPSUMS IN TENDER

For the item in Tender where it includes lump-sum in respect of parts of Work, CONTRACTOR shall be entitled to payment in respect of the items at the same rates as are payable under this CONTRACT for such items, or if the part of the Work in question is not, in the opinion of the Engineer-in-charge and/or Consultant capable of measurement or determination. OWNER may at his discretion pay, the lump-sum amount entered in the Tender or a percentage thereof and the certificate in writing of the Engineer-in-Charge and/or Consultant shall be final and conclusive against CONTRACTOR with regards to any sum or sums payable to him, under the provisions of this Clause.

6.4 RUNNING ACCOUNT PAYMENTS TO BE RECORDED, AS ADVANCES:

All running account payments shall be regarded as payments by way of advance against, the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of CONTRACT, or any part, thereof, in this respect, or of the occurring of any claim by CONTRACTOR. nor shall it conclude, terminate or effect in any way the powers of OWNER and/or Consultant under the Conditions or any other terms as to the final settlement and adjustments of the accounts or otherwise; or in any other way vary or affect CONTRACT. The final bill shall be submitted by CONTRACTOR within one (1) month of the date of physical completion of WORK, otherwise, the Engineer-in-Charge's and/or Consultant's certificate of the measurement and of total amount payable for WORK accordingly shall be final and binding on all parties.

6.5 NOTICE OF CLAIM FOR ADDITIONAL PAYMENT:

Should CONTRACTOR consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of WORK he shall forthwith give notice in writing to the Engineer-in-Charge and/or Consultant that he claims extra payment and/or compensation. Such notice shall be given to the Engineer-in-Charge, and/or Consultant within ten (10) days from the ordering of any work or happening of any event upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on the part of CONTRACTOR to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by OWNER to

reject any such claim and no delay in dealing therewith shall be waiver by OWN~ rights in respect thereof.

6.6 **PAYMENT OF CONTRACTOR'S BILL**

No payment shall be made for Work estimated to cost less than Rs.20,000 - till the Work shall have been completed and a certificate of completion given. But in case of Work estimated to cost more than Rs. 20,000/-, CONTRACTOR on submitting the Bill thereof be entitled to receive a monthly payment proportionate to the part thereof, approved and passed by Engineer-in-Charge and/or Consultant whose certificate of such approval and passing of the sum of payable shall be final and conclusive against CONTRACTOR. This payment will be made after making necessary deductions as stipulated elsewhere in Contract Document for materials, Security Deposit etc. The payment shall be released to CONTRACTOR within thirty (30) days of submission of Bill in case of running Bill and within two (2) months in case of final Bill.

Payment due to CONTRACTOR shall be made by OWNER if so directed by OWNER by Crossed Account Payee cheque forwarding the same to registered office or the notified office of CONTRACTOR. In no case will OWNER be responsible if the cheque is mislaid or misappropriated by unauthorised person/persons. In all cases CONTRACTOR shall present his Bill duly pre-receipted or proper revenue stamp. All payments shall be made in Indian Currency.

6.7 **RECEIPT FOR PAYMENT**

Receipt for payment made on account of WORK when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of CONTRACTOR, except when described in Tender as a Limited Company in which case the receipt must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the Company.

6.8 **COMPLETION CERTIFICATE**

6.8.1 When CONTRACTOR fulfils his obligation under clause 5.28.4 he shall be eligible to apply for Completion Certificate.

The Engineer-in-Charge and/or Consultant shall normally issue to CONTRACTOR the Completion Certificate within one (1) month after receiving an application therefor from CONTRACTOR after verifying from the completion Documents and satisfying himself that WORK has been completed in accordance with as set out in the construction and erection Drawings, and the Contract Document.

CONTRACTOR, after obtaining the Completion Certificate, is eligible to present the final Bill for WORK executed by him under the terms of CONTRACT.

6.8.2 Within one (1) month of completion of WORK in all respects, CONTRACTOR shall be furnished with a certificate by the Engineer-in-Charge and/or Consultant of such completion, but no certificate shall be given nor shall WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleaned off SITE completely nor until WORK shall have been measured by the Engineer-in-Charge and/or Consultant whose measurement shall be binding and conclusive. WORK will not be considered as complete and taken over by OWNER, until all the temporary works, labour and staff colonies, etc. constructed, are removed and the work site cleaned to the satisfaction of the Engineer-in-Charge and/or Consultant.

If CONTRACTOR shall fail to comply with the requirements of this clause on or before the date fixed for the completion of WORK, the Engineer-in-Charge and/or Consultant may at the expenses of CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose of the same as the thinks fit and clean off such dirt as aforesaid, and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have. no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

6.8.3 For the purpose of clause 6.8 the following Documents will be deemed to form the completion Documents.

- i) The technical document according to which WORK was carried out
- ii) Twelve (12) sets of Construction Drawings with one reproducible showing therein the modification and corrections made during the course of execution signed by the Engineer-in-Charge and/or Consultant.
- iii) Completion Certificate for 'embedded' and 'covered' up Work iv)
Certificates of final levels as set out for various Work.
- v) Materials appropriation Statement for the materials issued by OWNER and/or Consultant for WORK and' list of surplus materials returned to OWNER'S and/or Consultant's store duly supported by necessary documents.

6.9 FINAL DECISION AND FINAL CERTIFICATE

Upon expiry of the period of liability and,s,subject to the Engineer-in-Charge and/or consultant being satisfied that WORK have been duly maintained by CONTRACTOR during monsoon or such period as herein-before provided in clause 5.28 and that CONTRACT has in all respects duly performed all his obligations' under CONTRACT, the Engineer-in-Charge and/or Consultant shall (without prejudice to the rights of OWNER to retain the provisions of relevant clause hereof) otherwise give a certificate herein referred to as the final certificate to that effect and CONTRACTOR shall not be considered to have fulfilled the whole of his obligations until Final Certificate shall have been given by the Engineer-in-Charge and/or consultant notwithstanding any previous entry upon WORK and taking possession, working or using of the same or any part thereof by OWNER and/or Consultant.

6.10 CERTIFICATE AND PAYMENTS' NO EVIDENCE OF COMPLETION

Except the final certificates no other certificate or payments against a certificate or on general account shall be taken to be an admission by OWNER and/or Consultant of the due performance of CONTRACT or any part thereof or of occupancy or validity of any claim by CONTRACTOR.

ARTICLE - 6 A

SPECIAL CONDITIONS OF CONTRACT.

- 1.C The following special conditions shall be read in conjunction with general conditions of contract and amendments/corrections thereto. If there are any provisions in these special conditions which are at variance with the provisions in the above mentioned documents, the provisions in these special conditions shall take precedence.
- 2.0 The contractor shall be deemed to have visited surroundings, to have satisfied himself to the nature of site and also as to the nature and the conditions of the roads and culverts, means of transport and communications, whether by land or water and as to possible interruptions thereto and the access and egress from the site to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, rubble and other materials the site for disposal of excavated earth and other surplus materials, the available accommodation as to whatever required, Depots and such other Buildings as may be necessary for executing and completing the work, to have local independent enquires as to the nature of soil, sub soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other matters likely to affect the work.
- 3.0 Any neglect or failure on the part of the contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion, of the work at the scheduled rates and time in strict accordance with the contract document.
- 4.0 All quarries for materials should be got approved by the contractor from the Engineer-in-Charge in writing and the contractor shall get the materials of the required specifications from there only and it should be his responsibility to satisfy himself before tendering that the quarries yield sufficient quantity and in quality required. No claim shall be made with the Client/Consultant for rejection of any quarry, or absence of any or sufficient materials of required quality in approved quarries. It shall be the responsibility of Contractor to select the quarries.
- 5.0 The contractor shall furnish if and when required by the Engineer-in-Charge, original vouchers, and certificate to prove that the materials procured by him are up to the specifications.. .
- 6.0 The Contractor shall make adequate arrangements for stocking sufficient quantities of materials to meet one month's constructional requirements and any failure on his part to supply material shall not be entertained by the Client/Consultant.
- 7.0 Cement shall be kept under lock system in godown provided with one door. Engineer-in-Charge or authorised representatives should have access to them at all reasonable time.
- 8.0 Placing of concrete shall always be done in the presence of the Engineer-in-Charge or his authorised representatives. The contractor shall notify the Engineer before commencement of any concreting work. No concreting work shall commence before inspection and approval by the Engineer-in-Charge.
- 9.0 Progress of payment shall be made monthly commensurate with the actual work done, provided the gross value of such works shall not be less than what is specified in the General Information to Bidders.

- 10.0 The contractor is responsible for proportionate progress of work. The performance of the contractors will be judged at regular intervals. In case, progress is not as per the agreed schedule, the Engineer-in-Charge will give a notice to the contractor to improve his progress and facilities. However, if the progress of work still continues to be behind schedule the Client/Consultant shall have the right to terminate the contract and get the work executed. by any other suitable agency at the risk and cost of the contractor.
- 11.0 In case of c;\ny delay in obtaining the materials by the client/consultant the contractor shall be required to keep in touch himseif with day-to-day position, regarding the supply of materiaJs from the Client's stores and to adjust hi'S working programme that his labour may not remain idle. It should be clearly unde~stood that no Claim whatsoever shall be entertained by the Client/consultant on account of any delay in supplying materials to the contractor.
- 12.0 A site order book of work shall be maintained and the contraGtor shall acknowledge the orders given by the Engineer-in-Charge and shall carry them out accordingly.
- 13.0 The Contractor shall particularly note that the tenderer rates various items excavation shall be inclusive of all incidental charges, such as bailing out water, providing necessary bunds, getting out the excavated material away from the site or within the site as directed by the Engineer-in-Charge. Strutting, shoring, constructing haul roads, barricading and lighting etc., during execution no extra shall be due therefore on any account to the contractor.
- 14.0 The Contractor should see that the labour and staff employed by him behave in a proper manner and:sho!Jld dispense with services of such person or persons from the site if so directed by the. Engineer-in-Charge. .
- 15.0 Royalty charges on account of supply of materials for all works shall be paid by the contractor at his own cost.
- 16.0 The contractor shall engage an authorised agent and experienced and qualified technical personnel for managing and supervising the work and shall see that all of them are always at the workspot during the working hours personally checking all items of work. He shall take such orders as may be given to him by the Engineer-in-Charge from time to time and shall be responsible to carry them out properly.
- 17.0 All shuttering used in the work shall be either steel shuttering or of plywood with smooth surfaces so as to give a smooth finish to the concrete.
- 18.0 All fixtures of doors and windows such as hinges, tower bolts, aldrops, hooks and eyes etc., have to be got approved by the Engineer-in-Charge in writing before fixing the same.
- 19.0 TIME SCHEDULE
- The entire work shall be completed within the period specified in the General Information to Bidders.
- 20.0 DRAINAGE A~RANGEMENTS
- During excavatiof) ttie natural drainage of the area shall be maintained so that surface water is prevented from running into excavated areas. The. ,contractor shall also be responsible to see that no area around his works becomes fIQoded during the rainy season becaw~e of his piled up material) etc., and subsequently flood other buildings. It shall be the contractor's respons'ibility to keep areas around his work dry.

The cost of repairing flood damage shall be the sole responsibility of the contractor. Excavation shall be done from top to bottom. Undermining or under butting shall not be done.

21.0 PLAN OF OPERATION AND CO-ORDINATION

For execution of the work under the contract the contractor shall be required to co-ordinate his work with that of other contractors performing work at the site and also in the same areas. So far as practicable all contractors shall have equal rights to use all roads, ground and facilities made available for the joint use of the contractors. In case of disagreement regarding such use, the decision of the client/Consultant shall govern;

if it is envisaged that other works such as installation of sanitary, water supply and electrical arrangements, equipment, piping and other works not covered in this contract have to be carried out by other agencies along with this work, the contractor shall permit such works to be carried out without, any hindrance and fully co-ordinate his activities with other agencies. No compensation or claim for such contingencies shall be entertained.

22.0 SAFETY

The contractor shall take necessary precautions to ensure safety of his crew, materials, equipment and the works during the period of the contract. No claim from the contractor for loss of or damage to equipment, materials, crew or the works during the course of the work due to natural causes like cyclones, gales, floods, rains or other causes or combination of causes will be entertained by the Client/Consultant. The contractor shall be fully liable to compensate, the Client/Consultant for any loss or damage to work till the time for taking over of the work by the company.

Excavation where directed by the Engineer-in-Charge shall be securely fenced and provided with proper caution signs, conspicuously displayed during the day and properly illuminated with red lights during the night to avoid accidents.

The contractor shall take adequate protective measures to see that the excavation operations do not damage the adjoining structures or dislocate the services. Water supply pipes sluice valve chambers, sewerage pipes, manholes, drainage pipe and chambers, communication cables, power supply cables, etc., not within the course of excavation shall be properly supported and adequately protected so that these services remain functional.

Excavation shall not be carried out below the foundation level of adjacent buildings/ structures until underpinning, shoring etc., is done as per the directions of the Engineer-in-Charge for which payment shall be made separately.

For the safety of persons red flags shall be prominently displayed around the area where blasting operations are to be carried out. All the workers at site except those who actually ignite the fuse, shall withdraw to a safe distance of at least 200 meters from the blasting site. Audio warning by blowing whistle shall be given before igniting the fuse.

Blasting work if required shall be done under careful supervision and trained personnel shall be employed. Blasting shall not be done within 200 meters of an existing structure, unless specifically permitted by the Engineer-in-Charge in writing.

23.0 MODE OF MEASUREMENT

Mode of measurement when not specified in the tender shall be in accordance with the relevant Indian Standard Specifications and where not spelt out in BIS the Client's/Consultant's decision shall be final and binding on the contractor.

24.0 **ASSISTANCE FOR TAKING MEASUREMENTS**

The contractor shall provide necessary labour and assistance to the Client/Consultant for checking layout, alignments, levels and other survey works connected with the execution of work and also for taking measurement for finalised works at no extra cost to the company/consultant.

25.0 **SCHEDULE OF QUANTITIES AND RATES**

The schedule of quantities to be read in conjunction with these special conditions, general conditions of contract. Specifications, drawings and schedule of supply of materials detailing materials to be supplied by the Client/Consultant and documents forming part of this contract.

Cement and Steel will be issued free of cost to the contractor.

Rates quoted shall include labour, materials, tools, plants, appliances, transport, equipment, taxes, duties, octroi, levies water and power supply, metering and consumption charges, temporary plumbing, cost of storage sheds for materials, contractor's supervision, overheads, profits, general risks or liabilities and all that is necessary for the satisfactory completion of the job, other than services and material supplied free by the Client/Consultant. The rates shall be firm and shall not be subject to exchange variations, labour conditions or any conditions whatsoever other than what is approved in the contract.

26.0 **SITE ORGANISATION**

The contractor shall furnish a list of plant and equipment that he proposes to bring to site for the execution of the work. He shall also furnish full details of engineering and managerial organisation along with the names and experience of senior engineers and experience of engineers and supervisors who will be posted by him for this work.

27.0 **POWER SUPPLY IF PROVIDED BY THE COMPANY**

The power supply to the contractor will be provided free of cost at one point subject to the following conditions:

- i) This power shall not be used for domestic purposes.
- ii) The contractor shall make his own arrangements for the distribution of power to his works from the point of supply with metering arrangements.
- iii) It shall be the responsibility of the contractor to provide and maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with the appropriate statutory requirements given in the following :
 - (a) Indian Electricity Act 1910 (as amended)
 - (b) Electricity supply Act 1948 (as amended)
 - (c) Indian Electricity Rules, 1956 (as amended) and shall be subject to approval of the Client/Consultant.
- iv) The power supply will also be regulated as per terms and conditions of supply of Kerala State Electricity Board.
- v) The contractor shall maintain the power factor at not less than 0.70 by installing, if necessary, at his own cost, suitable corrective devices. The contractor's failure to

take up necessary action in this regard within a period stipulated by the Client/ Consultant may entail installation of the necessary corrective devices by the Client Consultant at the contractor's risk and cost.

- vi) The company/consultant will not be liable for any loss or damage to the contractor's equipment as ~ result of the variations in voltage of frequency ,or interruptions in power supply. In the event of any power failure/interruption/stoppage of power supply for a continuous period not exceeding 24 hours, the, contractor will be eligible only for reasonable extension' of time and not for any compensation on this account.
- vii) The company/consultant will not be liable for any loss to the contractor arising from interruption, failure or stoppage of works and any, attendant delays consequent upon such interruptions, failure or stoppage of power supply or variations in voltage or frequency.
- viii) After completion of the works the contractor shall promptly dismantle the distribution and other facilities he may have erected at his own cost.

28.0 'STEEL AND CEMENT

Owner will issue as per terms and conditions set forth in the general conditions of contract, cement and steel free of cost subject to the following conditions :

1. The CONTRACTOR shall bear all other costs including lifting, carting from issue points to work site/CONTRACTOR's store, custody and handling etc., and return of surplus/serviceable/scrap materials to OWNER's storage points to be designated by the OWNER and no separate payment for such expenditure will be made.
2. All steel shall be issued in available lengths and no claim for extra payment on account of issues of non-standard lengths will be entertained. Cement as received from the manufacturer/stockist will be issued to the CONTRACTOR. The theoretical weight of each bag of cement for ISSUE PURPOSES will be considered as 50 kgs. or 20 bags per M.T.

Cement bags weighting upto 4% (four percent) less will be accepted by the CONTRACTOR, and charged for, as 50 kgs. per bag. Any shortage in the weight of any cement bag(s) by more than 4% (four percent) will be to OWNER'S account. If such shortages are pointed out by the CONTRACTOR at the OWNER's stores at the time of issue of cement and no claims will be entertained if such shortages are pointed out after issue of cement. Same principle will be applicable also in case of return of surplus cement by the CONTRACTOR to OWNER's storage point. The CONTRACTOR will be charged for the cement issued to

him based on this weight. Steel materials shall be issued on weight basis.

3. All materials supplied to the CONTRACTOR by the OWNER being the property of OWNER shall be stacked at site in such a manner that easy physical verification and inspection by the OWNER's representative or the Engineer according to the registers of account maintained on site, can be done at anytime, whenever required.
4. The CONTRACTOR shall maintain proper account of all such materials and shall submit returns and documents as directed by the Engineer in regard to their procurement and consumption, at every running bill. The CONTRACTOR shall submit a statement in quadruplicate reconciling the quantities of materials drawn from the OWNER with the quantities consumed.

5. a) All the steel and cement issued by the OWNER shall be fully accounted. The percentage maximum wastage over theoretical consumption allowed would be as under:

Cement	3%
Steel bars	3% +.5% flyoff
Structural steel and plates	3% + .5% flyOff

- b) The scrap arising out of steel bars and structural steel and reinforcement steel would be returned to Owner free of cost subject to a ceiling of as mentioned above.
- c) For excess wastage and or for non-returning of scrap, recovery will be made at double the free market, rate prevailing at the time of finalisation of the work order subject to a minimum of Rs. 5,500/- per M.T. of cement and Rs. 30,300 - per M.T. of steel bars. Structural steel Rs. 31,900/- per M.T. and M.S. plates Rs. 38,600/- per M.T.
- d) Rolling margin shall be accounted and absorbed by the contractor in his quoted rates and nothing extra shall be paid because of rolling margin.

6. a) **Scrap & Serviceable Material**

For the purposes of accounting of reinforcing steel and structural steel other than M.S. Plates issued by the OWNER, all cut pieces measuring in length of 2 M and above when returned to OWNER's storage points, shall be treated as serviceable material and will be given full credit by OWNER.

For the purpose of accounting of M.S. Plates all plates measuring less than 1 M² in area and having any dimensions less than 200 mm shall be treated as wastage/scrap.

All scrap steel material shall be returned to OWNER's storage point along with certificate of reconciliation given by the Engineer. In case of demolition item, reinforcement after proper cleaning should be deposited to Owner Stores and proper records of weightment should be maintained. Excess cement, when returned to OWNER's storage issue points in good conditions (as certified by Engineer), will be given full credit while accounting wastage. (Theoretical cement consumption for reconciliation shall be as per CPWD norms).

- b) The rolling margin for steel item will not be paid separately as the rates quoted for item are deemed to have included for the same. However, for reconciliation purpose, rolling margin. will be accounted based on the actual difference between weightment and theoretical weight.
- c) In case of non-availability of M.S. Plate in required thickness for either base plate or filler plates it will be built-up with two or more plates of lesser thickness and contractor shall not be paid extra for additional welding and fabrication.

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and/or Consultant or being executed or procured or being procured by OWNER, Consultant or other Agencies within the premises of all WORK of OWNER, if such damage is due to fault and/or the negligence or wilful acts or omission of CONTRACTOR his employees, agents, representatives or sub-Contractors.

- 7.3.2 CONTRACTOR shall indemnify and keep OWNER and/or Consultant harmless of including claims for damage to property other than OWNER'S and/or Consultants arising under or by reason of this agreement if such claims result from the fault, negligence or wilful acts or omission of CONTRACTOR his employee~representative or Sub-Contractors.

and/or Consultant or being executed or procured or being procured by OWNER and/or Consultant of other Agencies within the premises of all WORK of OWNER, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of CONTRACTOR, his employees, agents, representatives or Sub-Contractors.

**ARTICLE 8
LABOUR LAWS**

7.3.2 CONTRACTOR shall indemnify and keep OWNER and/or Consultant harmless of all claims including claims for damage to property other than OWNER'S and/or Consultants, property arising under or by reason of this agreement if such claims result from the fault and/or negligence or wilful acts or omission of CONTRACTOR his employees, agents representative or Sub-Contractors.

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LABOUR LAWS

Responsibility for labour Laws/instructions

The contractor shall be responsible for compliance of the various statutory provision the legal requirements, maintenance of the requisite records/registers submission of periodical reports/returns in respect of Labour/Industrial Law, Acts, Rules and notifications issued thereunder by the appropriate Government/Competent Authority from time to time at his own risk and cost such as (i) Contract Labour (Regulations & Abolition) Act 1970, (ii) Factories Act 1948, (iii) Payment of Wages Act 1936, (iv) Minimum Wages Act 1948, (v) Maternity Benefit Act 1961, (vi) Workmen's Compensation Act 1923, (vii) Employees Provident Fund and Family Pension Fund Act 1952. (viii) Payment of Bonus Act 1965, (ix) Employees State Insurance Act 1948 etc.

No child labour shall be employed on WORK, the age limit being as specified by the local labour authorities from time to time.

CONTRACTOR shall not pay less than what is provided under law to labours engaged by him on WORK.

CONTRACTOR shall at his expense' comply with and see that his sub-contractors also comply with all labour laws and keep OWNER indemnified in respect thereof.

In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act 1970, will also be applicable for this CONTRACT. For this purpose of registration as per the above Act CONTRACTOR may contact and/or Consultant for further details.

IMPLEMENTATION OF APPRENTICES ACT 1964

CONTRACTOR shall comply with the provisions of the Apprentices Act. 1964 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of CONTRACT and the Engineer-in-Charge and/or Consultant may at his discretion, cancel CONTRACT CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

CONTRACTOR TO IDEMNIFY OWNER

CONTRACTOR shall indemnify OWNER and every member, officer and employee of OWNER, and/or Consultant also the Engineer-in-Charge and/or Consultant and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in clause 7.3 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against OWNER and/or Consultant for or in respect of or arising out of any failure by CONTRACTOR in the performance of his obligations under the Contract Document OWNER and/or Consultant shall not be liable for or in respect of any demand or compensation payable by law in

respect of or in consequence of any accident or injury to any workmen or other person in the employment of CONTRACTOR or his Sub-Contractor and CONTRACTOR shall indemnify and keep indemnified OWNER and/or consultant against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof in relation thereto.

8.3.2 PAYMENT OF CLAIMS AND DAMAGES

Should HOC have to pay any money in respect of any claims or demands the amount so paid and the costs incurred by HOC shall be charged to and paid by contractor and contractor shall not be at liberty to dispute or question the right HOC to make such payments notwithstanding the same having been made without his consent of authority or in law or otherwise to the country.

8.3.3 In every case in which by virtue of the provisions of section 12, sub-section (1) of Workmen's Compensation Act, 1923 "or other applicable provision of Workmen's Compensation Act or any other Act. OWNER is obliged to pay compensation to workman employed by CONTRACTOR in execution of WORK. OWNER will recover from CONTRACTOR the amount of compensation so paid, and without prejudice to the rights of OWNER under section 12, sub-section (2) of the said Act. OWNER shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due to CONTRACTOR whether under this CONTRACT or otherwise. OWNER shall not be bound to contest any claim made under section 12, sub-section (1) of the said Act, except on written request of CONTRACTOR and upon his giving to OWNER full security for all costs of which OWNER might become liable in consequence of contesting such claim.

8.4 HEALTH AND SANITARY ARRANGEMENT FOR WORKERS

In respect of all labour directly or indirectly employed in WORK for the performance of CONTRACTOR'S part of this CONTRACT, CONTRACTOR shall comply with or case to be complied with all the "rules and regulations of the local Sanitary and other Authorities or as framed by OWNER from time to time for the protection of health and sanitary arrangements for all Workers.

8.5 EMPLOYMENT OF ADULT AND FEMALE PERSONS

Contractor will employ only adult persons and females will not be allowed to work between 6.00 p.m. and 7.00 a.m. next day.

8.6 EMPLOYEES STATE INSURANCE ACT.

CONTRACTOR agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employee's State Insurance Act 1948, and CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty which may be imposed by the Central, state, or Local authority by reason of any asserted violation by CONTRACTOR or Sub-Contractor of the Employee's State Insurance Act 1948, and also from all claims, suits or proceeding that may be brought against OWNER" arising under, growing out of or by reasons of the WORK provided for by this CONTRACT whether brought by employees of CONTRACTOR, by third parties or by Central or State Government authority or any political sub-division thereof.

OWNER shall retain such sum as may be necessary from the Contract Value until CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employee' State Insurance Act, 1948, have been paid.

8.7 **WORKMAN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE**

Insurance shall be affected for all CONTRACTOR'S employees engaged in the performance of this CONTRACT. If any part of WORK is sublet, CONTRACTOR shall require the Sub-Contractor to provide Workman's Compensation and employer's liability insurance for the latter's employees if such employees are not covered under CONTRACTOR'S Insurance.

B.B

ANY OTHER INSURANCE REQUIRED UNDER LAW OF REGULATIONS OR BY OWNER
CONTRACTOR shall also carry and maintain any and all other insurance which he may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance which may be required by OWNER.

ARTICLE - 9

SAFETY REGULATIONS

- 9.1 In respect of all Labour, directly or indirectly employed in WORK for the performance of CONTRACTOR'S part of this Agreement. CONTRACTOR shall at his own expense arrange for all the safety provisions as per, safety codes of C.P.W.D., Indian Standards institution. The Electricity Act, The Mines Act and such other acts as applicable.
- 9.2 CONTRACTOR shall also observe and abide by all safety regulations of OWNER as given below:
- 9.2.1 Carrying Match Boxes and Lighters/Smoking
- i) Carrying match boxes and lighters within the HOC premises is not permitted.
 - ii) Smoking may be permitted in area specially designated by safety department. Hi) Company reserves right to withdraw smoking facilities without assigning reasons. Safety
- 9.2.2 Clearance Procedure
- i) Any Work carried out within, the HOC must be covered' by a work permit issued by supervisor of area involved. In addition, a safety permit must be obtained from the Safety Department prior to commencement of the' following types of Work.
 - a) Any. Work, involving open flames and sparks such as welding, gas cutting, soldering, grinding, use of hurricane lamps, petromax etc.
 - b) Sand blasting
 - c) Use of gasoline, > diesel or electric power driven engines and tools.
 - d) Entry of vehicles inside the battery limits of process area within tank dykes and adjacent to pump houses/API separator and loading gantries.
 - e) Entry of personnel into any process or storage facilities that has been in service, sewers, sumps etc.
 - f) Entry into hazardous and potentially hazardous area, floating roof of storage tanks.
 - ii) All points stipulated in the safety permit must be strictly complied with
 - iii) The Company reserves the right to cancel a Work or safety permit without assigning reasons. When called upon to stop the Work by any Company personnel, CONTRACTOR shall immediately cease to continue the WORK. Before recommencement, fresh work and safety permits must be obtained.
- 9.2.3 Under no condition shall any CONTRACTOR'S personnel temper with or use any property belonging to HOC and Consultants without obtaining prior sanction from the supervisor of area concerned.
- 9.2.4 CONTRACTOR'S personnel shall stop their Work and proceed to a safe area in the event an emergency arises in the area they are working like in case of fire, oil spillage, power failure etc. Before recommencement of the WORK they should obtain clearance of supervisor of area involved.

- 9.2.5 i) Before erecting temporary shelters like sheds or tents anywhere within the HOC premises written permission of Safety department must be obtained.
- U) Temporary fixtures like sheds, tents etc. shall be 'erected' in conformity with normal safety standards. That shed roof to such fixtures will not be permitted.
- iii) Temporary piping, hose connections and electrical wiring must not be laid in such a manner that they cause tripping or hitting hazard.
- iv) 'All precautions should be taken to ensure that any temporary electric wiring used within HOC will not cause sparks.
- 9.2.6 Compressed gas cylinders shall be used in upright position. They must be firmly located on the ground. On a sturdy stand the cylinder should be chained to prevent accidental fall.
- 9.2.7 Good housekeeping must be practiced by CONTRACTOR personnel at all times while within the plant. During and after completion of WORK, they are to ensure that their Work area is kept clean and tidy. Materials and Equipment should be stored in a safe and orderly manner so that they will not block exits to roads, buildings, aisles, passages and approach to fire fighting Equipment such as fire hydrants, fire hoses and fire extinguishers or areas where emergency safety showers, electrical switch panels and switch rooms are located.
- For the safe condition of certain WORK personal protective Equipment will be stipulated by Safety Department or by supervisor of area concerned. CONTRACTOR shall provide such Equipment to their personnel.
- 9.2.8 CONTRACTOR'S personnel, shall not wear loose clothing while working around moving or rotating machinery and Equipment.
- 9.2.9 Any unsafe practices or disregard of normal safe working practices by CONTRACTOR'S personnel when pointed out by COMPANY personnel, shall be immediately corrected.
- 9.2.10 Personal Conduct
- 9.2.11
- i) Entering HOC premises while under the influence of alcohol/narcotics is strictly forbidden.
- ii) Horseplay
- a) Fooling on the Work, mock fighting or fighting within the HOC premises will not be tolerated.
- b) Gambling within the HOC premises is strictly forbidden.
- c) Entering the HOC premises while in possession of weapons such as knives etc., is prohibited.
- d) CONTRACTOR'S personnel shall not pick up quarrel or get into arguments with OWNER'S and/or. Consultant's personnel or act in any manner subversive of plant discipline. In case of any misunderstanding such problems should be referred to appropriate personnel in the department.
- 9.2.12 CONTRACTOR shall ensure that all State Traffic rules and regulations are complied with while motor vehicles are driven inside the HOC premises. In addition, the following points are also outlined for compliance:

i) Speed Limit

Speed limit within the HOC is 15 kmph except around the process area where the speed limit is 16 kmph, in any case, vehicle drivers should take cognisance of road, whether and vehicle condition and adjust their driving accordingly.

ii) Parking

Park vehicles only in approved areas. Vehicles must be parked in such a manner that they will not move while unattended. As a general rule, vehicles should not be parked at road bends, in front of the fire Equipment sheds and fire fighting Equipment thereby blocking access to them.

iii) Vehicles driven inside the HOC premises should have effective brakes, horns, lights, mufflers etc.

iv) Vehicles shall carry only the number of passengers or weight of load it is authorised

to carry as per law. Loads carried in trucks shall be properly secured so that they will not accidentally fall it while vehicle is in motion.

9.2.13 v) Vehicle drivers shall always check overhead and side clearance while driving vehicles.

Fire protection Equipment

i) A work permit must be obtained prior to CONTRACTOR'S personnel drawing water from the HOC fire water loop.

ii) All efforts should be made by CONTRACTOR'S personnel to prevent occurrence of any unwanted fire. Gasoline driven engines, trucks, tractors etc. shall not be filled with fuel while the motor is still running.

9.2.14 iii) Gasoline or naphtha must not be used as a cleaning agent of solvent.

Report on Accidents

i) All injuries sustained by CONTRACTOR'S personnel and damages to vehicle and properly no matter how slight they are, shall be promptly reported to the safety department during normal working hours and to the Night Superintendent, other than normal working hours. The CONTRACTOR shall also make accident reports to appropriate statutory authorities~

ii) Medical treatment for injured CONTRACTOR'S personnel will be entirely the responsibility of CONTRACTOR. However, if required, emergency first aid treatment may be given by OWNER'S medical centre.

Any questions or doubts on the safety regulations enumerated above or the generally accepted safe working practices may be clarified with the safety department. The award of the arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

FINAL AUTHORITY IN CASE OF INTERPRETATION DISPUTE
In case of any difference of opinion regarding interpretation or dispute in respect of any of these conditions decision of Managing Director of HOC will be treated as final and binding on all parties concerned.

ARTICLE - 10

ARBITRATION

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, Designs, 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 matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise, concerning the works or the execution or failure to execute the same, whether arising during the progress of work or after the completion or abandonment thereof, shall be referred to the sole arbitration of an arbitrator appointed by the **CHAIRMAN AND MANAGING DIRECTOR OF THE COMPANY**. It will be no objection to any such appointment that the Arbitrator so appointed as an employee of the Company, that he had to deal with the matters to which the contractor relates and that in the course of his duties as the Company's employees, he had expressed views on all or any of the matters in dispute or difference. The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason the Chairman and Managing Director, as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such persons shall proceed with the reference from a stage at which it was left by his predecessor.

It is also a term of this contract that no person other than a person appointed by the Chairman and Managing Director, as aforesaid, shall act as Arbitrator, and, if for any reason, that is not possible the matter is not to be referred to arbitration at all.

The work under CONTRACT shall, however, continue during the arbitration proceedings and no payment due or payable to CONTRACTOR shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award giving his reasons in respect of each claim dispute or difference referred to him.

The venue of 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 by each of the Parties. The cost of the reference and of the award including the fees, in any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of cost to be so paid.

ARTICLE - 11

**LAW GOVERNING THE CONTRACT AND
JURISDICTION OF COURTS**

CONTRACT shall be governed by and constructed according to the laws in force in INDIA. CONTRACTOR hereby submits to the jurisdiction of the courts situated at ERNAKULAM for the purposes of actions and proceedings arising out of CONTRACT and the courts at ERNAKULAM only will have the jurisdiction to hear and decide such actions and proceedings.

ATTACHMENT - 1

PROFORMA OF AGREEMENT

ARTICLES OF AGREEMENT FOR THE WORK OF.....
 made this.....day of.....one thousand nine hundred and ninety.....
 between Messers.....hereinafter called the "CONTRACTOR" (which
 term shall unless excluded by or repugnant to the context include its successors and permitted
 assigns) of the one part and Hindustan Organic Chemicals Limited, a Company incorporated under
 the Companies Act 1956 and having its registered office at Rasayani 410 207 Raigad District,
 Maharashtra, herein after called "OWNER" (which term shall unless excluded by or repugnant to the
 context include its successors and permitted assigns) of the other part. .

Whereas

- A. Owner being desirous of having provided and executed WORK mentioned, enumerated or referred to in the Tender Document including Notice Inviting Tender/Letter Inviting Tender, General Conditions of Contract, Special conditions of Contract, Specifications, Drawings, Plans, Time Schedule, Letter of acceptance of Tender, Agreed Variations, other documents has called for Tender.
- B. CONTRACTOR has inspected SITE and surroundings of WORK specified in the Tender Document and satisfied himself by careful examination before submitting his Tender as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of SITE and local conditions the quantities nature and magnitude of WORK, availability of labour and materials necessary for the execution of WORK, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of WORK, to be carried out under CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof effecting the execution and completion of WORK and which might have influenced him in making his Tender.
- C. The notice Inviting Tender/Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule, Letter of Acceptance of Tender and any Statement of Agreed Variations with its enclosures, copies of which are hereto annexed are included in the expression "CONTRACT" wherever herein used:

And Whereas.

OWNER accepted the Tender of CONTRACTOR for the provision and the execution of WORK at the rates stated in the Schedule of Rates and finally approved by OWNER upon the terms and subject to the conditions of CONTRACT.

Now This Agreement Witnesseth and it is hereby agreed and declared as follows :

1. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him, CONTRACTOR hereby covenants with OWNER that CONTRACTOR shall and will duly provide, execute and complete WORK and shall do and perform all other acts and things in CONTRACT mentioned or described or which are to be implied therefrom or may be reasonably necessary for completion of WORK and at the said times and in the manner and subject to the terms and conditions of stipulations mentioned in CONTRACT.
2. In consideration of the due provision, execution and completion of WORK, OWNER does hereby agree with CONTRACTOR that OWNER will pay to CONTRACTOR the respective amounts for the Work actually done by him and approved by OWNER at the Scheduled Rates and such other sum payable to CONTRACTOR under provision of CONTRACT such payment to be made at such time and in such manner as provided for in CONTRACT.

And

3. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to OWNER for the services rendered by OWNER to CONTRACTOR such as power supply, water supply and others as set for in CONTRACT and such other sums as may become payable to OWNER towards the controlled items of consumable materials or towards loss, damage to the OWNER'S Equipment, materials, construction plant and machinery, such payments to be made at such time and in such manner as is provided in CONTRACT.

It is specially and distinctly understood and agreed between OWNER and CONTRACTOR that CONTRACTOR shall have no right, title or interest in the SITE made available by OWNER for execution of WORK or in the building structures or Work executed on SITE by CONTRACTOR or in the goods, articles, materials, etc brought on SITE (unless the same specifically belongs to CONTRACTOR) and CONTRACTOR shall not have or deemed to have, any lien whatsoever or charge for unpaid bills nor will be entitled to assume or retain possession or control of SITE or structures and OWNER shall have an absolute and unfettered right to take full possession of the SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to CONTRACTOR and lying on SITE.

CONTRACTOR shall be allowed to enter upon SITE for execution of WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in SITE or the structures erected thereon and OWNER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose earth, rock, etc. dug up or excavated from SITE shall unless otherwise expressly agreed under this CONTRACT, exclusively belong to OWNER and CONTRACTOR shall have no right to claim over the same and such excavations and materials should be disposed of on account of OWNER according to the instructions in writing issued from time to time by the Engineer-in-Charge.

In Witness whereof the Parties have executed these presents on the day and year first above wirtten.

Signed and Delivered for and
on behalf of

Signed and Delivered for and
on behalf of

OWNER

CONTRACTOR

.....
.....
DATE
PLAC E.....

.....
.....
DATE
PLAC E..... ".....,

In presence of two witnesses

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1 "....."
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2 "....."
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ATTACHMENT - 2

PROFORMA OF BANK GUARANTEE

(On non-judicial Paper of appropriate value)

To

Hindustan Organic Chemicals Ltd.
P.O. Ambalamugal - 682 302 District
- Ernakulam
(Kerala State)

Dear Sirs,

Mis have taken Tender for WORK of
for Hindustan Organic Chemicals Ltd. Ambalamugal, Dist. Ernakulam, COCHI

The Tender Conditions of CONTRACT provide that the CONTRACTOR shall pay a sum
Rs (Rupees) as Earnest Money Security Deposit in the form therein mentioned. The form of payment of Earnest Money Security Deposit includes guarantee executed by Nationalised Bank, undertaking full responsibility to indemnify H.O.C. Limited in case of default.

The said have approached us and at their request and consideration of the promises we having our office have agreed to give such guarantee as herein mentioned.

1. We, hereby undertake and agree with you that if default shall be made by Mis. in performing a of the terms and conditions of the Tender or in payment of money payable to H.O. Ltd. we shall on demand pay to you in such manner as you may direct the said amount of Rupees, only of such portion thereof not exceeding the said sum as you may from time to time require.
2. We further agree with you that you will have the fullest liberty with our consent and without affecting in any manner our obligations hereunder to vary any the Terms and Conditions of CONTRACT with the said or to extend time of performance by CONTRACTOR from time to time or to postpone for any time from time to time any of the powers exercisable by you against CONTRACTOR and forbear or enforce any of the Terms and Conditions relating to CONTRACT and we shall not be relieved from our liability by reason of any such variations, or extension being granted to CONTRACTOR or for any forbearance act or omission on your part or on

indulgence by you to CONTRACTOR or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

- 3. Your right to recover the said sum of Rs(Rupees.....) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said MIs..... and lor that any dispute or disputes are pending before any officer, tribunal or court.
- 4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or 'insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
- 5. Our liability under this guarantee is restricted to Rupees..... our guarantee shall remain' in force untill Unless a claim under this Guarantee is lodged with us within six (6) months from the date of expiry of guarantee all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
- 6. We have power to issue this guarantee in your favour under Memorandum and Article of Association and the undersigned has full to do under the power of Attorney dated.....granted to him by the Bank.
- 7. We.....lastly undertake not to revoke this guarantee during its currency except with your previous consent in writing.

Yours faithfully,

.....
.....Bank

, by its constitute Attorney

Signature of a person duly authorised to sign on behalf of the Bank.

ATTACHMENT - 3

GUARANTEE AGAINST ADVANCE PAYMENT

This deed of Guarantee made this "".."" day of between.....' "" and wherever the context so requires includes its successors and assignees herein after called "The Surety" and..... a Company registered under the Companies Act of 1956 and having its Registered Office at "".."" and wherever the context so requires includes its successors and assignees, hereinafter called "OWNER".

Whereas Mis. "".."" a Company registered under the Companies Act of 1956 having its Registered Office at .." (wherever applicable) and wherever the context so requires includes its successors and assignees, herein after called "CONTRACTOR" has undertaken to "" on the terms and conditions mentioned in the:

(a) Letter of Intent No.....dated..... "".."" .."

OR

(b) Agreement No., dated..... "".."" .." referred to as "CONTRACT".

And whereas OWNER has agreed to make an advance of Rs "".."" .." being % value of CONTRACT on "".."" as provided in CONTRACT as the said advance to CONTRACTOR carrying no interest.

AND WHEREAS CONTRACTOR has agreed with OWNER authorising him to deduct the said advance under terms of the CONTRACT from the amount that becomes due and payable to CONTRACTOR as per terms and conditions described under the Clause "Terms and Conditions of Payment" of CONTRACT on proper execution of CONTRACT.

Now this deed witnesseth that in consideration of the said advance or any balance or any balance thereof made by OWNER to CONTRACTOR the surety hereby GUARANTEES the payment of the said advance by CONTRACTOR, and undertakes to pay OWNER on demand the said sum of Rs "".."" Subject to the following conditions:

(a) "Surety- hereby gives on irrevocable guarantee and declare that its liability under this bond shall extend to the payment of the whole of the amount viz. Rs. "".."" .." paid as advance as provided for in CONTRACT "as the said advance".

- (b) This Guarantee shall remain in force and effect so long as the said advance or any part thereof remains outstanding and shall expire and become ineffectual only after the recovery of the entire sum of Rscovered by the Guarantee and upon intimation thereof being given by OWNER to the Surety in which event, the Surety shall be discharged by OWNER.
- (c) The Surety shall not be discharged or released from the Guarantee by any arrangement made between OWNER and CONTRACTOR with or without the Consent of Surety or by any alternation in the obligations of the Parties or by indulgence, forbearance, whether as to payment, time, performance or otherwise.
- (d) The Guarantee shall come into force from the date CONTRACTOR receives from OWNER the said advance.
- (e) Notwithstanding anything stated above, the liability of the Surety under the guarantee is restricted to Rs(Rupees.....) and this guarantee will remain in force uptoin the first instance. However, if the CONTRACT for which this guarantee is given is not completed or fully performed, the surety (bank) hereby agrees to further extend the Guarantee till such time as is required to fulfil CONTRACT.

Sealed and delivered by the Surety in the presence of

Witness:

ATTACHMENT - 4

INDENTURE FOR SECURED ADVANCES

THIS INDENTURE made the day of 199 .
 between (herein after called CONTRACTOR
 which expression shall where the context so admits or implies be deemed to include his exe,cutors,
 administrators and the assigns) of one part and HINDUSTAN ORGANIC CH,EMICALS LIMITED
 (herein after called OWNER which-expression shall where the context
 so' admits or implies be deemed to include its successors in' office and assigns) of the
 other part.

WHEREAS by an agreement No dated (herein after
 called AGREEMENT) CONTRACTOR has agreed
 AND WHEREAS the CONTRACTOR has applied to OWNER that may be allowed advance
 Qn the security of materials absolutely belonging to him and brought by him to SITE of
 WORK the Subject d AGREEMENT for use in the construction of VV~ORK as he has
 undertaken to execute at rates fixed for the finished work (inclusive of the cost of material and
 labour and other charges) and whereas OWNER has agreed to
 CONTRACTOR as amount upto Rs.....(Rupees.....
/only) on the security of the quantitie.s and other particulars
 of the materials on the security of which the advance or advances are made as detailed in the
 secured advance account forming part of the running account Bill preferred from time to time
 and signed by CONTRACTOR for WORK.

NOW THIS INDENTURE WITNESSETH that in pursuance of AGREEMENT and in

consideration of amounts aggregating to the sum of Rs.....(Rupees.....
only) "on or aft~r the execution of these presents paid to
 CONTRACTOR by OWNER. (The Receipt whereof CONTRACTOR hereby acknowledges)
 CONTRACTOR do hereby convent and agree with OWNER and declare as follows:

1. That the said sum aggregating to Rs (Rupees
only) so advanced by OWNER to CONTRACTOR in or
 towards expending the executio!1 of WORK and for no other purpose whatsoever.
2. That the materials detailed in the said Running Account Bills which have been offered to and
 accepted by OWNER as Security are absolutely CONTRACTOR'S own property, and free
 from encumbrances qf any kinds and CONTRACTOR will not make any application for or
 receive a further advance on the security of materials which are not absolutely his own
 property and free from ,encumbrances of any kind and CONTRACTOR hereby agrees to
 idemnify OWNER against all claims to any materials in respect of which an advance has been
 made to him as aforesaid.
3. That the material~'detailed' in the said Running Account Bills (hereinafter caHed',MA~ERIALS
 shall be u~ed by CONTRACTOR solely the execution of WORK in accordance with the
 directions of the Engineer-in-Charge 'and in terms of AGREEMENT.

4. That CONTRACTOR shall make at his cost all necessary and "adequate arrangement for the proper watch, safe custody and protection against all risks of MATERIALS and that until used in construction as aforesaid MATERIALS shall remain at SITE of WORK in CONTRACTOR'S custody and on his own responsibility and shall at all times be open to inspection, by the event of MATERIALS or any part thereof being stolen, destroyed or damaged, CONTRACTOR will forthwith replace the same with other materials of like quality or repair and make 'good the same as required by the Engineer-in-Charge.
5. That MATERIALS shall not on any account be removed from SITE of WORK except with the written permission of the Engineer-in-Charge or an officer authorised by him on the behalf.
6. That the advance shall be payable in full when or before CONTRACTOR receive payment from OWNER of the price payable of him for WORK under the terms and the provisions of AGREEMENT provided that if any intermediate payments are made to CONTRACTOR on account of Work done, then on the occasion of each such payment OWNER will be at liberty to make recovery from CONTRACTOR'S Bill for such payments by deducting therefrom the value of MATERIALS then actually used in the construction and in respect of which recovery has been made previously the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
7. That if CONTRACTOR shall at any time make any default in the performance or observance in any of the terms and provisions of AGREEMENT the total amount of the advance or advances that may still be owing to OWNER together with the interest thereon at twelve percent (12%) per annum from the date or respective dates of such advance or advances to the date of repayment will with all costs, charges, damages and expenses incurred by OWNER in the recovery thereof or the enforcement of the security or otherwise by reason of the default of CONTRACTOR shall become payable by CONTRACTOR and CONTRACTOR hereby covenants and agrees with OWNER to repay the same respectively to him accordingly.
8. That CONTRACTOR hereby gives charge of all MATERIALS for the repayment to OWNER of the said sum aggregating to Rs " (Rupees..... only) and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in AGREEMENT and without prejudice to the powers contained therein if and whenever the money owing shall not be paid in accordance herewith. OWNER may at any time thereafter adopt all or any of the following causes as he may deem best :
 - a) Seize and utilise MATERIALS or any part thereof in the completion of WORK on behalf of CONTRACTOR in accordance with the provisions in that behalf contained in AGREEMENT debiting CONTRACTOR with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting CONTRACTOR with the value of Work done as if he had carried it out in accordance with AGREEMENT and the rates thereby provided. If the balance is against CONTRACTOR he is to pay same to OWNER on demand.

b) Remove and sell by the public auction seized materials or any part thereof and out of the money arising from the sales retain all the sums aforesaid repayable to OWNER under these presents and pay over the surplus (if any) to CONTRACTOR.

c) Deduct all or any part of the money owing out of the Security Deposits or any sum due to CONTRACTOR under AGREEMENT.

9. That in event of any conflict between the provisions of these presents and AGREEMENT the provisions of AGREEMENT shall prevail and in the event of any dispute of difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for, the same shall be referred to arbitration as provided in AGREEMENT.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS INDENTURE ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

Signed, sealed and delivered by CONTRACTOR in the presence of

Witness:	Signature
	Name
	Address

Signed by the order and direction of HOC Ltd., in the presence of

Witness:	Signature
	Name
	Address

ATTACHMENT - 5

INFORMATION ABOUT TENDERER

A. In case of Individual

i) Name of business, his age and father's name

ii) Whether his business is registered iii)

Date of commencement of business

iv) Whether he pays Income Tax over Rs. 10,000/- per year

B. In case of, Partnership

i) Name of Partners

ii) Whether the partnership is registered

Hi) Date of establishment of firm

iv) If each of the partners of the firm pay income tax over Rs. 10,000/- a year and if no
which of them pays the same

v) Copies of partnership deed, if any

C. In case of Company Limited by Shares or Company Limited by Guarantees

i) Amount of paid up capital

ii) Name of Directors

Hi) Date of registration of Company

iv) Copies of the last two (2) years Balance Sheet of the Company.

v) Certified copies of Memorandum and Articles of Association of Company

Place:

Date

Signature of Tenderer

ATTACHMENT. 6

DETAILS OF EXPERIENCE

Tenderer shall give information of similar Works done during past five (5) years strictly . - as per the proforma given below:

Sl. No.	Full Particulars of similar work carried out by Tenderer	Value of Contract	Completion time as stated in Tender (months)	Actual Completion time (months) with date of Commencement of work	Year of Completion	Name & Postal Address of Client with Telex! Telephone No.
1	2-	3	4	5	6	7

Certified that the above information is correct.

.....
SIGNATURE OF TENDERER

CONCURRENT COMMITMENTS

Tenderer shall give information about his present commitments as per Proforma

51. No.	Full Postal address of Client & Name of Officer-in-Charge with telex telephone No.	Descrip tion of the work	Value of Contract	Date of Commencement of work	Scheduled completion period (months)	%age completion as on date	Expected date on completion	Remarks if any
1	2	3	4	5	6	7	8	9

Certified that the above information is correct.

SIGNATURE OF TENDERER

....

ATTACHMENT - 6

DETAILS OF EXPERIENCE

Tenderer shall give information of similar Works done during past five (5) years strictly as per the proforma given below:

Sl. No.	Full Particulars of similar work carried out by Tenderer	Value of Contract	Completion time as stated in Tender (months)	Actual Completion time (months) with date of Commencement of work	Year of Completion	Name & Postal Address of Client with Telex! Telephone No.
1	2.	3	4	5	6	7

Certified that the above information is correct.

.....
SIGNATURE OF TENDERER

ATTACHMENT - 7

CONCURRENT COMMITMENTS

Tenderer shall give information about his present commitments as per Proforma

Sl. No.	Full Postal address of Client & Name of Officer-in-Charge with telex telephone No.	Description of the work	Value of Contract	Date of Commencement of work	Scheduled completion period (months)	% age completion as on date	Expected date on completion	Remarks if any
1	2	3	4	5	6	7	8	9

Certified that the above information is correct.

SIGNATURE OF TENDERER

ATTACHMENT - 8

**INFORMATION REGARDING EQUIPMENT WHICH THE TENDERER
PROPOSES TO USE FOR THIS WORK**

Sf. No.	Description	Number Make		Capacity	Owner	Approximate date when. it will be deployed at SITE	Period of retention at SITE
1	2	3	4	5	6	7	8

Certified that the above information is correct

>

SIGNATURE OF TENDERER

ATTACHMENT - 9

SCHEDULE OF LABOUR RATES

Sl. No.	Description	Unit	Rate	
			in figures Rs.	in words Rupee(s)
1	2	3	4	5
		Each per day of 8 hours		
1.	Skilled worker/Works Supervisor			
2.	Senior Electrical			
3.	Steel erector (Chargehand)	"		
4.	Steel erector (Tender)	"		
5.	Mill wright Fitter	"		
6.	Fitter Gr. I			
7.	Fitter Gr. II			
8.	Welder Gr. I			
9.	Welder Gr. II			
10.	Gas cutter			
11.	Electrician			
12.	Wire men			
13.	Cable Jointer	"		
14.	Rigger	"		
15.	Instrument Technician	"		
16.	Insulator			
17.	Rivetter			
18.	Black Smith			
19.	Mason Gr.1	" II.		
20.	Mason Gr. II			
21.	Mason (mosaic & tile work)			
22.	Carpenter Gr. I			
23.	Carpenter Gr. II			
24.	Wood work polisher			
25.	Painter			

Sl. No.	Description	Unit	Rate	
			in figures Rs.	in words Rupee(s)
1	2	3	4	5
		Each per day of 8 hours		
26.	Plumber Gr. I			
27.	Plumber Gr. II			
28.	Pipe Joints			
29.	Tin Smith			
30.	Bhisti (waterman)			
31.	Mazdoor (ordinary)			
32.	Khalasi/helper			
33.	Crane Operator(mobile).1			
34.	Crane Operator (mobile) II			
35.	Crane Operator (steam)			
36.	Tractor Driver			
37.	Concrete mixer operator			
38.	Diesel or petrol engine operator			
39.	Dozer operator			
40.	Road roller driver			
41.	Truck Driver			
42.	Pump Operator			
43.	Lathe Operator			

N.B. CONTRACTOR should fill labour rates only for the items related to his WORK

DECLARATION

I/Wehereby undertake to make an ex-gratia payments of Rs. 500/- (Rs. Five Hundred Only) over and above the compensation payable by me/us under the Workmen's Compensation Act. 1923, or any other applicable statute, to the worker, whose details are given below, engaged by me/us or by.....
 sub-contractor on my/our behalf in connection with the

.....
 for Hindustan Organic Chemicals Ltd., Ambalamugal, in the' event of the death of the worker arising out of and in the course of his above employment.

Place

Date Witness

Signature Full

Name:

Occupation:

Address

Signature & Name of
the ContractorDetails of the workman

Name.....Age.....

Address

NOMINATION

I, Sri. / Smt. / Kum

hereby nominate Shri. / Smt. / Kum.....

my (indicate relationship).....agedyears

to receive the ex-gratia payment of Rs. 500/- (Rs, Five Hundred only) payable by.....

.....;..... (name of the contractor) in the event of my,
 death arising out and in the course of my employment in connection with the work of
 ,.....

for Hindustan Organic Chemicals Ltd.

Place

Date

Witness

Signature

Full Name:

Occupation:

Address

Signature of the workman

Name of the person
nominated:

Address:

ARTICLE - 12

CONSTRUCTION POWER AND WATER SUPPLY

(Addenda for Article 2 Clause 2.3 & 2.4)

12.1 **OBLIGATION OF OWNER**

Water and power required for construction shall be made available by owner free of cost at any one of the existing points as far as near the project site.

12.2 **OBLIGATIONS OF CONTRACTOR**

Contractor shall arrange for the tapping, laying of pipe lines/cables and required distribution of construction water and power at his own cost. All such laying and distribution scheme should be got approved by the contractor before actual laying/distribution from Engineer-in-Charge.

Contractor will also have to obtain approval and clearance for all such electrical works from State Electrical Inspectorate and this will be sole responsibility of the Contractor at his own cost.

