

**THE AMARYLLIS**  
**AT**  
**NEW ROHTAK ROAD, DELHI**



**CONTRACT DOCUMENTS**

**(SITC for FIRE ALARM SYSTEM IN PHASE 1)**

**OWNER : M/s BASANT PROJECT LIMITED**  
**CONTRACTOR : M/s HOWELL PROTECTION SYSTEMS**  
**(INDIA) PVT LTD**



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# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL59257416218682R
Certificate Issued Date	: 23-Sep-2019 04:52 PM
Account Reference	: IMPACC (IV)/ dl738503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL73850326095503447088R
Purchased by	: BASANT PROJECTS LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BASANT PROJECTS LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: BASANT PROJECTS LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....  
BPL/AMARYLLIS/HOWELL/FIRE ALARM/PHASE-I/WC-57/2019 Date: 28-12-2019

### AGREEMENT

This Agreement is made on the 28<sup>th</sup> day of December 2019 at Delhi, India.

Between

Page 1 of 4



#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

**M/S BASANT PROJECTS LTD**, a Company registered under Companies Act, 1956, having its corporate office at G-3, Aggarwal Corporate Tower, 23, Rajendra Place, New Delhi - 110008 (hereinafter called 'OWNER' which includes its successors and assigns) through its authorised signatory.

AND

**M/S HOWELL PROTECTION SYSTEMS (INDIA) PVT LTD**, a Private limited firm, having its registered office at A - 40, 1st Floor, FIEE Complex, Okhla Phase 2, New Delhi - 110020 (Hereafter called 'Contractor') through its Authorised Representative **Mr Syed Ishtiyag Ahmed**.

And WHEREAS, the OWNER intends to develop "The Amaryllis" New Rohtak Road, Delhi" on the basis of various approvals as available with him, hereinafter called as "Project"

And WHEREAS, the OWNER intends to carry out the "**SITC for Fire Alarm System of Phase 1 of "The Amaryllis" Project at New Rohtak Road, Delhi**" on the basis of various approvals as available with him, hereinafter called as "Works" for the purposes of this agreement wherever this context permits, to be performed by the contractor for this project.

AND WHEREAS the Contractor represents and warrants to the OWNER that it lawfully owns and controls up-to-date infrastructure, expertise, safety equipment and various other technical skills with manpower having necessary qualifications, expertise, benchmarking to the International Standards of safety & quality, legal compliances with a reputation for satisfactory performance and completion of Works in accordance law and terms and conditions as set out in this Contract Agreement.

And Whereas the Contractor has assured the OWNER that it shall execute the Works taking care of all materials, labour, legal requirements and would be in a position to complete the Works in a manner as desired by the OWNER within the time schedule agreed between the parties.



And Whereas the Contractor has further assured the OWNER, it shall, for the purposes of these Works, act as a Principal Employer taking on itself all legal, construction, monetary liabilities and would be answerable at all times to any Competent Authority, Courts, investigative agencies for all acts of omission and commission attributable to its employees, agents, Sub-Contractors, third parties and all persons connected with it.

AND WHEREAS the OWNER, based on mutually concluded negotiations, has trusted the Contractor's representations in good faith and also assurances that the Contractor will execute the Works with Top Class International Standards to the full satisfaction of the OWNER and has, at the behest of the Contractor, agreed to enter into this Contract Agreement and the Contractor, hereby agrees to accept and execute the Works on the representations made above and the terms and conditions set out herein.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Contract Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Contract Documents referred in Para 2 below.
2. The following documents shall be deemed to form and be read and constitute as part of this Agreement viz.
  - a) Special Conditions of Contract - Annexure - I.
  - b) General Conditions of Contract - Annexure - II.
  - c) Scope of work, Specification and Bill of Quantities - Annexure - III.
3. In consideration of the payments to be made by the OWNER to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the OWNER, to construct, complete and maintain the Works in conformity in all respects with the provisions of this Contract Agreement and the Contract documents.
4. The Owner hereby covenants to pay to the Contractor in consideration of the carry out execution, completion and maintenance of the Works, a contract Price of **INR 1,28,37,800.00 ( Rs One Crore Twenty Eight Lacs Thirty Seven Thousand Eight Hundred**



**Only )** inclusive of all taxes but excluding Goods & Service Tax which shall be paid extra subject to adjustments in accordance with the provisions of the contract GCC and SCC.

5. This Contract Agreement constitutes the entire Contract between the parties and it revokes and supersedes all previous correspondence, discussions, representations, arrangements or agreements, pertaining to the Works, between the parties, concerning the matters covered herein whether written, oral or implied. In case of any inconsistency between this Contract Agreement and Contract Documents, this Agreement, in order of preference and the Special Conditions of Contract shall take precedence over the remaining Contract Documents mentioned in Para 2 above.

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals, the day and the year first above written.

SIGNED BY

\_\_\_\_\_  
(Signature)

For & on Behalf of

**M/S BASANT PROJECTS LTD.**

IN THE PRESENCE OF

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

SIGNED BY

\_\_\_\_\_  
(Signature)

For & On Behalf of

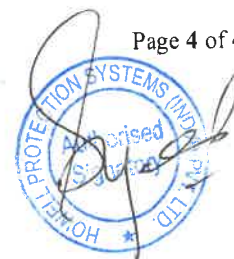
**M/s HOWELL PROTECTION SYSTEMS (INDIA)  
PVT LTD**

IN THE PRESENCE OF

Maninder Gulati

NAME \_\_\_\_\_

ADDRESS 6/43  
\_\_\_\_\_



**ANNEXURE I**  
**SPECIAL CONDITIONS OF CONTRACT**

**1.0 GENERAL**

These conditions shall be read in conjunction with the General Conditions of Contract. Wherever the Special Conditions are at variance with the General Conditions and/or the Specifications, then in that case the Special Conditions shall prevail if the context so permits as determined by the Engineer. The General Conditions of Contract shall also be referred as GCC and Special Conditions of Contract as SCC.

**2.0 Time of Completion**

Date of Start : 28.12.2019

Date of Completion : 31.12.2020

Contractor shall submit a 'Bar Chart' and detailed PERT/CPM within 10 days from the date of award of contract.

**3.0 Security Deposit / Retention Money**

NIL

**4.0 PAYMENT TERMS**

Payment shall be made in stages as specified in BOQ item description.

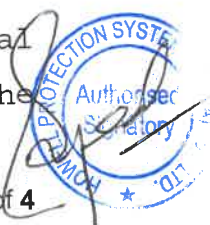
a) 85 % of composite rate against delivery of Material on Prorata Basis.

b) 10% of composite rate on installation of Material on Prorata Basis.

c) 5% of composite rate against Testing, Commissioning & Handing over of complete system on Prorata Basis.

**5.0 FREE ISSUE MATERIAL**

a) The Owner will only free issue the material specifically mentioned as free issue, to the





contractor free of cost, based on their requirement to be projected by the contractor atleast 21 days in advance.

- b) This requisition for Owner issue material shall be supported by a detailed statement showing item wise quantities that the Contractor expects to execute during the month, to enable the Engineer to verify the same.
- c) The material shall be generally issued in standard sizes and quantities as obtained from the manufacturers / dealers or in the form of fabricated panels.
- d) It shall be responsibility of the contractor to take the delivery of the material as soon as it arrives at the Owner's store/site and arrange for the transportation if any, and unloading of the same at his own cost. It shall be the duty of the contractor to inspect materials supplied to him, at the time of taking delivery and satisfying himself that they are in good condition. No representation regarding the poor quality, damaged condition etc. Of the material shall subsequently be entertained by the Owner. The Owner shall not be liable for delay in supply or non-supply, where such failure or delay is due to reason beyond the control of the Owner. In no case the contractor shall be entitled to claim any compensation on this account.
- e) These materials shall be issued at one specified point by the Owner at the project site and the contractor shall arrange for its transportation / shifting to the location of the work at his own cost. The contractor shall also be fully



responsible and accountable for the material issued to him by the Owner from time to time and shall ensure their safe custody as trust properties and shall use the same exclusively for executing the works under the Contract. All such material shall be issued by the Owner against requisition / indent by the Contractor.

- f) The contractor shall submit a material consumption/reconciliation statement at the end of each quarter along with his running bills as well as on completion of work/fore-closure of contract due to any reason. The same shall be got approved from engineer after due verification of physical stock at site.

Recovery of the excess consumption shall be made @ 1.5 Times of Material Value.

#### **6.0 INCLUSIONS AND EXCLUSIONS**

1. The Contract price is inclusive of all taxes, duties, transportation cost, transit insurance, erection/installation, loading, unloading, all lead and lift to all heights to place of work. However, GST (CGST,IGST,SGST) shall be paid extra as applicable. Labour Cess is in Client scope.
2. Water and Electricity shall be supplied by the Owner free of cost at one point at the ground level. The Contractor shall make suitable arrangement without extra price from the Owner. In case of Power cut, power backup shall be arranged by the contractor including its operational cost.
3. Scaffolding shall be in the scope of the Contractor. All cost of scaffolding including labour and material shall be in scope of the



Contractor including all lead and lift at all heights.

4. General Area Lighting (Only Peripheral), Watch & Ward shall be arranged by Owner. However safety and security of the manpower, machines, all equipments etc deployed by the contractor shall be of his own responsibility. The Owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury resulting to any workmen or other person in the employment of the contractor or sub-contractor. The contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

5. All statutory requirements, factories act, ESI, Workmen compensation, Third Party Insurance, bonus act, PF & Gratuity Act, Industrial dispute act, etc., wherever applicable where contributions/compensations/payments are to be made, the same shall be borne by the contractor either during the term of contract or after.

## **7.0 TAXES AND DUTIES**

### **10.1 TDS**

All the statutory deductions i.e. TDS pertaining to Income Tax will be made by the Owner against payment made to the contractor as per respective prevailing rate. TDS certificate shall be provided by the Owner. Any such withholding of tax by the Owner shall have no effect on the rates and prices for the Works and such rates and prices shall not be liable to increase because of any withholding of tax.



## ANNEXURE II

### GENERAL CONDITIONS OF CONTRACT

#### **DEFINITIONS AND INTERPRETATIONS**

#### **1.0 DEFINITIONS**

In the Contract the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires or permits:

- 1.1 "Owner" means, BASANT PROJECTS LIMITED, a Company registered under the Companies Act 1956 having its registered office at G-3, Agarwal Corporate Tower, 23 Rajendra Place, New Delhi-110008 and includes its successors, permitted assigns and its authorised representatives.
- 1.2 "Contractor" means the person or persons, firm or Company whether incorporated or not, employed as Contractor by the Owner for undertaking the Works as described in Appendix-A and shall include the Contractor's legal and authorized representatives, successors and legal heirs but not any assignee.
- 1.3 "Sub-Contractor" means the person or persons, firm or Company to whom any part of the Works has been sub-contracted by the Contractor after obtaining the written consent of the Owner's Representative and includes the Sub-Contractor's legal and authorized representatives, successors and legal heirs but not any assignee.
- 1.4 "Engineer" means the Project Manager or such person(s) or firm appointed from time to time by the Owner and notified in writing to the Contractor by the Owner's Representative in this regard, to act as the Engineer for the purposes of the Contract.
- 1.5 "Architect" means such person(s) or firm as the Owner shall nominate and notify for that purpose, from time to time, in writing to the Contractor.
- 1.6 "Consultant" means such person(s)/specialist or firm as the Owner's Representative shall nominate and notify in writing, from time to time, to the Contractor for the purpose of obtaining Drawings / Designs / Specifications / Technical Advice.
- 1.7 "Owner's Representative" means a person, officer or specialist nominated and notified in writing to the Contractor by the Owner to act on his behalf, for the purpose of this Contract.
- 1.8 "Engineer's Representative" means a person, officer or specialist nominated and authorised by the Engineer to act on his behalf, for the purpose of this Contract.
- 1.9 "Architect's Representative" means the person or firm as notified by the Owner's Representative from time to time, for the purpose of this Contract. There may be a number of Architect's Representatives for varying purposes. The Architect's Representative shall be responsible to the Architect.
- 1.10 "Contract" means the documents forming the tender and acceptance thereof and the Contract



- Agreement between the Owner and the Contractor if executed together with the documents referred to therein including the Terms and Conditions, General and Special, Specifications, Designs, Drawings, priced bills /Bill of Quantities, joint site inspection report and possession receipt and all these documents taken together shall be deemed to form one Contract and shall be complementary and cumulative, and what is called for by one shall be as binding as if called for by all.
- 1.11 "Contract Price" means the sum arrived at by summation of the product of the rates and the corresponding quantities set out in Bill of Quantities and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the Bill of Quantities. The Contract price includes adjustment in accordance with the contract. "Bill of Quantities (BOQ)" means the completed and priced bill of quantities forming part of the contract including provisional sum if any.
- 1.12 "Constructional Plant" means all plant, tools, tackles, appliances or equipment, implements, scaffolding of whatever nature required for the execution of the Works but does not include materials, equipment's, or other things intended to form part of the Works.
- 1.13 "Works" means the works to be executed in accordance with the Contract and the Temporary Works, or either of them as appropriate.
- 1.14 "Permanent Works" means the permanent works to be executed by the Contractor under the Contract.
- 1.15 "Temporary Works" means all temporary works of every kind (other than Constructional Plant) required on Site for the execution and completion of the Permanent Works and remedying of any defects.
- 1.16 "Specifications" means the specifications and standards relating to the quality, capacity and other requirements for the Project as set forth in this Contract and any modifications thereof, or addition thereto as may from time to time be furnished or approved in writing by the Engineer/Owner's Representative.
- 1.17 "Drawings" means the drawings of the Works as included in the Contract, and any additional and modified drawings issued by the Engineer in accordance with the Contract.
- 1.18 "Site" means the land(s) and other places on, under, in or through which the Works are to be executed or carried out, any other lands or places provided by the Owner or used for the purposes of the Contract.
- 1.19 "Approved" means approved in writing by the Engineer/Owner's Representative including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- 1.20 "Writing" means any manuscript, typewritten or printed statement, under or over signature and/or seal as the case may be and it excludes any electronic communication.
- 1.21 "Month" means English Calendar month. "Day" shall mean a calendar day of 24 hours each.

- 1.22 “Maintenance Period” means the period for notifying defects in the Works or a Section (as the case may be) by the Engineer and/or the Owner’s Representative under Clause 76.0.
- 1.23 “Maintenance Certificate” means the certificate issued under Clause 78.0
- 1.24 “Confidential Information or Confidentiality” means as described in Clause 98.
- 1.25 “Bill of Quantities” means the itemized breakdown of the Contract Price forming part of the Contract and including any modifications thereto made under the Contract. The quantities specified in the Bill of Quantities are indicative and are not intended to represent an accurate quantification of the Works whether for ordering materials, actual execution on Site or otherwise, for which the primary reference shall be the Drawings and Specifications. Nevertheless the Bill of Quantities shall be used for valuation of Variations.
- 1.26 “Project” means the scope of work as covered by the Contract or to which this Contract applies and any amendment thereof.
- 1.27 “Applicable Law” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, state law or any other district, municipal byelaws, including judgments, decrees, injunctions, writs, orders of any court or notifications issued by appropriate authorities, as may be in force and effect during the term of this Contract.
- 1.28 “Completion Certificate” means a certificate issued under Clause 61.0
- 1.29 “Section” means a part of the Works specified in Appendix ‘A’ as a Section (if any).
- 1.30 “Performance Bond” means the security (or securities, if any) under Clause 15.0
- 1.31 “Commencement Date” means the date of commencement of Works as defined under Clause 54.0
- 1.32 “Retention Money” means the accumulated retention moneys which the Owner retains under Clause 16.0.
- 1.33 “Party” means the Owner or the Contractor, as the context requires and permits and “Parties” mean both of them.
- 1.34 “Contract Agreement” means the contract agreement referred to in Clause 12.0.
- 1.35 “Variation” mean any change to the Works, which is instructed or approved as a variation under Clause 65.0.
- 1.36 “Letter of Intent” means the indicative terms relating to the value of Contract and other terms and conditions.
- 1.37 “Time for Completion” means the time for completing the Works or a Section (as the case may be) under Clause 56.0, as stated in Appendix A, with any extension under Clause 57.0, calculated from the Commencement Date.

## 2.0 INTERPRETATION

2.1 Interpretation In this Contract, unless the context otherwise requires;

2.1.1 Any reference to a statutory provision shall include such provision as is from time to time



- modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder.
- 2.1.2** References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines, or byelaws which have the force of law in any State or Union Territory forming part of the Union of India which are in force at the date of signing this Contract or are reasonably foreseeable as likely to have the force of law during the currency of the Contract.
- 2.1.3** The words importing singular shall include plural and vice versa, words importing masculine gender shall include feminine gender and vice versa and words denoting natural persons (any gender) shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity).
- 2.1.4** The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract.
- 2.1.5** The terms and words beginning with capital letters and defined in this Contract shall have the meaning ascribed thereto herein and the terms and words defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.
- 2.1.7** Reference to “construction” include, unless the context otherwise requires, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning, and other activities incidental to the construction.
- 2.1.8** Any reference to any period of time shall mean a reference to that according to Indian Standard Time.
- 2.1.9** Any reference to day shall mean a reference to an English calendar day.
- 2.1.10** Any reference to month shall mean a reference to an English calendar month.
- 2.1.11** The Schedules, Annexure and Appendices to this Contract form an integral part of this Contract and will be in full force and effect as though they were expressly set out in the body of this Contract. Terms defined in the Schedules, Annexure and Appendices shall have the same meaning throughout the Contract.
- 2.1.12** Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference.
- 2.1.13** References to Recitals, Clauses, Sub-Clauses, Paragraphs, Appendices, Annexures or Schedules in this Contract shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Sub-Clauses, Paragraphs, Appendices, Annexures and



Schedules of this Contract.

- 2.1.14** Any agreement, consent, approval. Authorization, notice, communication, information or report required under or pursuant to this contract from or by any party or Engineer shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such party or Engineer, as the case may be, in this behalf and not otherwise. No Emails shall form a part of authorized communication.
- 2.1.15** Unless otherwise stated, any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include either such days or dates.
- 2.1.16** Each and every clause in this Contract should be read harmoniously with the entire Contract and not separately and in isolation.

### **3.0 Measurements and Arithmetic Conventions**

All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and that below 5 being rounded down and shall be in accordance to Legal Metrology Act, 2009.

### **3.1 HEADINGS AND MARGINAL NOTES**

The headings and marginal notes in these conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract. Each and every clause in this Contract should be read harmoniously with the entire Contract and not separately and in isolation.

### **4.0 LANGUAGE AND COMMUNICATIONS**

- 4.1** All documentation and communication including but not limited to approvals, certificates, consents, determinations, notices and requests in respect of this Contract shall be in writing and in English Language.
- 4.2** The Contract shall be governed by the Applicable Law. If there are versions of any part of the Contract which are written in more than one language, the version which is in the English language shall prevail.
- 4.3** Wherever the Conditions of this Contract provide for issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be in writing and delivered by hand (against receipt) or sent by registered post or courier. Communication through electronic transmission will not be considered valid. However, for the avoidance of doubt, the PDF transmittal via the electronic communication of the above documents shall be



accepted, subject to the submission of the original document within a reasonable period.  
Direct e-mail communication shall not be accepted; and

- (a) Delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract. However:
  - a. if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
  - b. If the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.
- (b) Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed.

## **5.0 DUTIES OF ENGINEER, ARCHITECT AND CONSULTANT**

### **5.1 DUTIES OF ENGINEER**

The Engineer shall carry out such duties in issuing, decisions, certificates and orders as are specified in or are implied from the Contract and such additional functions as may be assigned to him by the Owner from time to time. The Engineer shall co-ordinate, observe and supervise the Works and examine the quality, quantity and Specifications of the materials to be used and the workmanship employed in connection with the Works.

Provided always that:

- 5.1.1 Failure of the Engineer to disapprove any work or materials which are not as per specifications and/or drawings shall not prejudice the power of the Owner's representative thereafter to disapprove such work or materials.
- 5.1.2 Any approval, check, certificate, consent, examination, inspection, notice, proposal, request, test or similar act by Engineer (including absence of approval) shall not relieve the Contractor from any responsibility, including responsibility for errors, omissions, discrepancies and non-compliances.
- 5.1.3 The Engineer shall have no authority to amend the Contract.  
However, the Engineer shall obtain the approval of the Owner before carrying out the following:
  - a) Determining any addition to or deduction from the Contract Price on account of Variation.
  - b) Issuing instructions for the expenditure of Provisional sums, for the selection of materials or plant under prime cost rate items and for the provision of optional items of work.
  - c) Determining any extension of the time for completion.

d) Settlement or certification of payment of any claim by contractor.

The Engineer's instruction to the contractor for the items (a) to (d) above shall be jointly signed by both the Engineer and the Owner.

Notwithstanding the obligation on the Engineer, as setout above, to obtain approval, if, in the opinion of Engineer, an emergency occurs affecting the safety of life or of the works or of adjoining property, he may, without relieving contractor of any of his duties and responsibilities under the contract, instruct the contractor to execute all such works to do all such things as may, in opinion of the engineer, be necessary to abate or reduce the risk. The contractor shall forthwith comply, despite the absence of approval of the Owner, with any such instructions of the Engineer. The Engineer shall determine an addition to the contract price, in respect of such instructions in accordance with the clause 65 if such work to abate or reduce the risk was not due to reasons attributable to the contractor and shall notify the contractor accordingly, with a copy to the owner.

## 5.2 DUTIES OF ENGINEER'S REPRESENTATIVE

5.2.1 The Engineer may from time to time nominate assistants to carry out duties assigned by him, subject to the right of Engineer to revoke/ cancel such nomination in writing at any time. Nomination of such representatives shall not prejudice the powers of the Engineer and in no way shall be construed as a delegation of his authority and /or accountability.

## 5.3 DUTIES OF ARCHITECT AND CONSULTANT

5.3.1 The Architect and/or Consultant shall carry out duties such as preparation of Drawings and Specifications including coordination of Drawings, selection and approvals of materials, quality of workmanship etc. The complete responsibility for adequacy of Drawings and decisions thereof shall be that of the Architect and/or Consultant alone.

5.3.2 The Architect shall provide a dedicated core team, which shall be available to provide clarifications in Drawings and Specifications and convey their approval of materials and Workmanship to the Engineer for the purposes of this Contract.

5.3.3 The Architect and/or Consultant will assist the Engineer in the administration of the Contract. The Architect and/or Consultant will advise and consult with the Engineer but shall not have any authority to issue instructions to the Contractor or act on behalf of the Owner for the purposes of the Contract.

5.3.4 The Architect and/or Consultant shall visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed work and to determine in general if the work is being performed in a manner indicating that

the work, when completed, will be in accordance with Contract Documents and Drawings. The Architect and/or Consultant will keep the Owner and the Engineer informed of progress of the Work and will endeavour to protect the interest of the Owner against defects and deficiencies in the Work. The Contractor shall always provide access and assistance to the Architect and/or Consultant to perform their duties.

## **ASSIGNMENT AND SUB-LETTING**

### **6.0 ASSIGNMENT**

- 6.1 The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or there under without the prior written consent of the Owner, other than by a charge in favour of Contractor's Bankers of any monies due or to become due under this Contract.
- 6.2 The Owner shall have the right to assign the Contract or any or all of its rights under the Contract, including but not limited to, the Performance Bond, Bank Guarantee for Mobilization Advance and any other security/guarantee under the Contract to any third parties, including lenders to the Owner, without requiring the Contractor's approval. Any assignee of the Owner may enforce the obligations of the Contractor hereunder with the same force and effect as if enforced by the Owner. The Contractor shall execute any agreements or documents presented to the Contractor by the Owner or its assignee(s) to effectuate such assignment.

### **7.0 SUB-LETTING/ SUB-CONTRACTING**

The Contractor shall not be permitted to Sub-Let/Sub-Contract the whole of the Works. Further the Contractor shall not Sub-let any part of the Works without the prior written consent of the Owner's Representative except as provided for in these conditions, and such consent shall not be unreasonably withheld. Such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor(s), his/their agents, servants or workmen as fully as if they were acts, defaults or neglects of the Contractor himself, his agents, servants or workmen. Engagement of labour contractor on a piecework basis shall not be deemed to be a Sub-Letting/Sub-Contracting under this Clause.

The Contractor is required to provide the Engineer on monthly basis along with its monthly Project Schedule Update, with copies of all unpriced purchase orders, unpriced procurement agreements, procurement schedules, fabrication schedules, installation and commissioning

schedules, shipping details and bills of lading for all material and equipment purchases forming part of the Works, that its Sub-contractors have made.

The Contractor shall give Owner's Representative not less than 28 days' notice of:

- (a) The intended appointment of the Subcontractor, with detailed particulars which shall include his relevant experience, and
- (b) The intended commencement of the Subcontractor's work on the site.

## **8.0 SPECIALIST AGENCIES**

The Contractor shall be required to entrust the specialized building work to agencies which specialize in the specific trade eg. Anti-Termite Treatment, Waterproofing Treatment etc. He shall give the names and details of such firms whom he is going to engage for this work along with the tender. These details shall include the specialist agencies, expertise, financial status, technical manpower, equipment resources and list of works executed and those pending to be executed. The Contractor shall be required to provide necessary guarantee through these Sub-Contractors for due performance of the work executed by them for a period of 10 (Ten) years unless specified otherwise. The conditions of the guarantees shall be strictly as per the format provided by the Owner.

## **GENERAL OBLIGATIONS**

### **9.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 9.1 This Contract is on "Principal to Principal" basis and this Contract shall in no way be construed otherwise or give an impression of any sorts of an agency, partnership, joint venture, collaborations and the like. As a Principal, the Contractor shall carry all legal liabilities for his Works and the Owner shall in no way be liable or answerable for any actions of the Contractor or his Sub-contractors or his/their agents, representatives or personnel or those connected with him/them.
- 9.2 The Contractor shall execute and maintain the Works with due care and diligence and shall provide all materials, engage his own personnel including supervision thereof, Constructional Plant, Temporary Works, transport and all other things, whether of temporary or permanent nature, required for the proper execution and maintenance of the Works.
- 9.3 The Contractor shall execute the whole and every part of the Works in the most professional and workmanlike manner, both as regards materials and labour, and other-wise, in every respect in strict accordance with the Specifications, Drawings, instructions etc. The



Contractor shall conform exactly, fully and faithfully to the designs, Drawings and instructions relating to the work in writing.

- 9.4 Before commencing any item of work, the Contractor shall take care of the requirements of building work and services not included in the Scope of Contract which will be furnished to him by the Engineer in the form of Drawings, sketches, notes etc. to the extent it affects his work. This does not envisage preparation of any Shop Drawings by the Contractor on behalf of other contractors. The Contractor shall be responsible for any error in the execution of the work and/or damage caused due to any variation from the information furnished to him which was overlooked by the Contractor and/or his Sub-Contractors.
- 9.5 Levels, dimensions, and other information concerning the Site, as shown in the drawing are believed to be correct. The Contractor shall, however, verify them himself and no claim or allowance whatsoever shall be entertained on account of any errors or omissions in the levels, dimensions, etc. from those shown on the Drawings. The Contractor shall be deemed to have read and understood the engineering nature and behavior of all drawings and other design documents provided by the Architect or otherwise by or on behalf of the Owner from time to time, including any interim drawings/designs issued in respect of variations and any other corrections/clarifications issued to the Contractor.
- 9.6 Contractor shall submit with the tender their proposed organization chart for the execution of the Project. Throughout the Project duration, the Contractor will provide adequate, qualified staff and workers required for completion of the Project within the Time for Completion.
- 9.7 The Contractor has represented to the Owner that he has first class infrastructure, expertise, manpower and equipments to carry out the Works in a safe, time bound and legally compliant manner. Believing such representations to be true, the Owner has entrusted the Contractor to carry out the Work independently and on his own liability and supervision as a reputed Company.

## DOCUMENTS

### 10.0 DOCUMENTS

- 10.1 The Contractor confirms that he has thoroughly examined the documents comprising the Contract and is satisfied that there are no ambiguities, discrepancies, inconsistencies, divergence, or construction impracticalities within and between such documents. The Contractor is satisfied that the documents comprising the Contract are accurate and sufficient in all respects for the purposes of the execution of the Works. If, notwithstanding the Contractor's examination, any ambiguities, discrepancies, inconsistencies, divergence, or construction impracticalities within this Contract come to the attention of either Party, that





Party shall forthwith notify the other Party and the Engineer and the notification shall be accompanied by its proposals for overcoming the ambiguity, discrepancy, inconsistency, divergence, or construction impracticality (as the case may be) based upon the following:

- (a) If between two Clauses of this Contract, the provisions of specific Clauses relevant to the issue under consideration shall prevail over those in other Clauses.
- (b) Between the dimension scaled from the Drawing and its specific written dimension given later and agreed between the Parties in writing, then the latter shall prevail.
- (c) Between any value written in numerals and that in words, the latter shall prevail.
- (d) Any obligation imposed upon the Contractor in one document but omitted from others shall be performed by the Contractor as if the obligation was present in all documents forming part of the Contract.

10.2 Any word or expression used in this Contract shall, unless otherwise defined or construed in this Contract, bear its ordinary English meaning and for this purposes the General Clauses Act 1897 shall not apply.

10.3 All documents that form part of the Contract shall complement and supplement each other and be cumulative and not alternative and shall be mutually read together to gather the meaning and what is required by any one document shall be considered to be required by all other documents. In the event of ambiguities, discrepancies, and contradictions between the various Documents forming a part of the Contract, the Engineer shall explain the same and shall, at his sole discretion, determine which of the conflicting requirements shall govern and/or clarify any such ambiguity or discrepancy in writing and the Contractor shall comply with such determination and shall not be entitled to any extension of time or any compensation due to such determination. Such clarification shall be issued within a reasonable time not exceeding one month after such ambiguity or discrepancy is formally notified by the Contractor within a reasonable time not exceeding one month after the receipt of Contract and/or Drawings. Unless otherwise provided in the Contract, the priority of documents forming the Contract shall be as follows:

- (a) Contract Agreement(if completed)
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Drawings, scope of Works and Specifications
- (e) Bill of Quantities
- (f) The Letter of Intent
- (g) Owner's Field Quality Manual(if Any)



- (h) Owner's Safety Manual (if Any)
- (i) Any other documents forming part of the Contract.

It is however clarified that the Specifications and Drawings shall be equal in authority and priority, provided, however, that in the event of conflict, (i) the Drawings shall govern as to the required scope, quantity and location, and (ii) the Specifications shall govern as to quality, aesthetics, performance, warranties and submittal/approval requirements. Notwithstanding the foregoing, if duplications or conflicts are discovered either in themselves, or with each other, prices shall be based on the most expensive combination of quality and quantity of the Works indicated with a credit for all costs saved accruing to Owner if the least expensive method of work is directed. A duplication of Works is not intended by the Contract Documents, and any duplication specified shall not become a basis for extra cost to Owner. The appropriate method of performing the Works, in the event of the above-mentioned discrepancies, shall be recommended by the Engineer or the Architect and approved by Owner.

## 11.0 DRAWINGS

- 11.1 Tender Drawings accompanying the Tender Documents are indicative and issued for tendering purposes only. The Engineer shall have full power and authority to supply to the Contractor from time to time, during progress of the Works such further Drawings and instructions as shall be necessary in their opinion for proper and adequate execution of the Works and in conformity with the overall construction schedule. In the event of ambiguities, discrepancies and/or contradictions between the Contract and the further Drawings and instructions issued by the Engineer, the Contractor shall notify the Engineer of these ambiguities, discrepancies and contradictions within a period not exceeding one month from receipt of these Drawings and instructions. Subject to Contractor failing to formally notify the Engineer of these ambiguities, discrepancies and contradictions within the specified one month period and subject to the Engineer making its determination within one month from receipt of the Contractor's notification, the Contractor shall not be entitled to any extension of time and any associated compensation due to such determination.
- 11.2 The "Good for Construction" drawings shall remain in the sole custody of the Engineer, but sufficient copies thereof shall be furnished to the Contractor free of charge. Upon the completion of the Contract, the Contractor shall return to the Engineer, all Drawings provided under the Contract. It is expressly understood that the Drawings issued shall continue to be the exclusive property of the Owner at all times and the Contractor shall



utilize the same for execution of Works alone.

- 11.3 The Contractor shall give written notice to the Engineer and inform the Owner's Representative whenever the planning or progress of the Works is likely to be delayed or disrupted, unless any further drawing or order, including a direction, instruction or approval is issued within a reasonable time.

## **12.0 CONTRACT AGREEMENT**

The Contractor shall enter into and execute the Contract Agreement (as per the format given in Appendix "B") to be prepared and completed, at the cost of the Owner, when called upon to do so by the Owner.

## **13.0 CONTRACTOR'S DESIGNS & MANUFACTURERS CATALOGUES**

- 13.1 Contractor's design (to the extent provided for by the Contract), including specification and selection of materials and testing, shall be undertaken in accordance with relevant Indian Standards, or in the event such standard is not in existence then an International Standard as mutually agreed, and comply with the Laws/Regulations current as at the date of completion of the works, in accordance with the contract.
- 13.2 The Contractor's designs, processes, methods of production and technology incorporated into the works shall have due regard to the achievement of the standards of efficiency, reliability and health and safety set out or contained in the contract and the relevant Indian standards, or in the event such standard is not in existence then an International Standard as mutually agreed and so as to allow the Owner to operate the works with minimum of interruptions for maintenance and/or repair.
- 13.3 The Contractor shall allow in his tender for providing the Engineer with Two hard copies and Two soft copies of all designs, calculations, Drawings and Specifications of the designs made by him as shall be necessary to satisfy the Engineer as to the suitability and adequacy of that design and also of shop drawings which he may be called upon to submit.

## **14.0 PERFORMANCE BOND**

- 14.1 The Contractor shall furnish a Performance Bond, within 15 days of the issue of the Letter of Intent, in the format provided by the Owner in Appendix "L" of the General Conditions of Contract, for the due execution and proper performance of the Contract for a value as specified in Appendix "A" of the General Conditions of Contract, to be accepted in the form of an un-conditional and irrevocable Bank Guarantee from a Scheduled Bank or a bank

approved by the Owner. The Performance Bond shall be valid until the expiry of 3 (three) months after the Maintenance Period, or until the issuance of the Maintenance Certificate, whichever is later. The Performance Bond shall be renewed, reinstated or extended, as the case may be at least [30 (thirty)] days prior to the expiry of the period of validity thereof so that it remains in full force and effect throughout the term stipulated above. If the Contractor fails to extend the period of validity of or renew the Performance Bond as aforesaid, the Owner shall be entitled to drawdown on the Performance Bond and retain the proceeds as security for the performance of the Contractor's outstanding obligations and liabilities under the Contract. The Contractor acknowledges that the validity of the Performance Bond throughout the term stipulated herein shall be a necessary pre-condition for any payments to be released to the Contractor under the Contract.

- 14.2 The Owner shall be the judge as regards the performance of the Contract and may at any time redeem the Bank Guarantee from the guarantor bank without being bound to give any evidence or notice whatsoever and without resorting to the necessity of any legal or other formality or without taking recourse to judicial proceedings. The demand of the Owner under the guarantee shall not be objected, affected or suspended by reason of any dispute or disputes pending before any forum, tribunal, arbitrators, courts or any other statutory authority with regard thereto or in connection therewith.
- 14.3 The Contractor shall always maintain the Performance Bond at value as specified in Appendix "A", until it is discharged. Should the Contractor refuse or fail to maintain the Performance Bond at value as specified in Appendix "A", the Owner reserves the right to deduct the deficit from any sums payable to the Contractor or to terminate the Contract on account of the Contractor's default.
- 14.4 The Contractor agrees that he shall increase the value of the Performance Bond proportionately as and when the value of the Contract is increased beyond 15%.

## 15.0 RETENTION MONEY

- 15.1 In addition to the Contractor furnishing the Performance Bond, the Owner shall deduct an amount as specified in Appendix "A" from of the gross amount of each on account bill towards Retention Money.
- 15.2 The Retention Money held shall be released to the Contractor on expiry of Maintenance Period and after the Engineer has issued a Maintenance Certificate, certifying that all defects notified up to the date of expiry of Maintenance Period, to the Contractor, have been rectified to his satisfaction and there are no further defects to be rectified by the Contractor.



- 15.3 After the release of the payment against the Final Bill, on the Contractor's request, the Engineer may at his sole discretion allow for the release of a part or full amount of the Retention Money, against an unconditional and irrevocable Performance Bank Guarantee for a sum equivalent to the amount to be released to the Contractor, as per the format given in Appendix "E" of the General Conditions of Contract.

**16.0 INTEREST**

No interest shall be payable on Earnest Money, Retention Money or any other money due against interim or final bills.

**17.0 INSPECTION OF SITE**

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and collected all relevant information available in connection therewith and have satisfied himself, so far as is practicable, before submitting his Tender, as to the form and nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

**18.0 SUFFICIENCY OF TENDER**

- 18.1 The Contractor shall be deemed to have visited the Site, thoroughly examined the tender documents and by his own independent observation and enquiry, acquainted himself fully with local conditions, the accessibility of the Site and the full extent and nature of all operations necessary for the full and proper execution of the Contract, including availability of water, electricity, space for the construction of Temporary Works and for storage of materials, plant and equipment as the space on the Site is extremely limited; supply and use of labour materials, plant, equipment; and laws, rules and regulations relevant thereto and restrictions if any imposed by the local authorities.

- 18.2 The Contractor shall be deemed to have satisfied himself before tendering, as to the correctness and sufficiency of his tender and that his tendered rates and prices shall cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Works. No claim whatsoever on the grounds of want of knowledge or any misunderstanding or otherwise shall be entertained afterwards by the Owner's Representative.

## **19.0 WORKING AT ALL HEIGHTS**

Item rates quoted by the Contractor in the bills of quantities shall include allowance for executing work at all heights above and at all depths below the ground level except where specific provision has been made to measure work separately at different heights. Method of measurements given in the CPWD Specifications 2009 and in the Indian Standard Method of Measurement shall be deemed to be modified accordingly.

## **20.0 WORK TO THE SATISFACTION OF ENGINEER**

The Contractor shall execute and maintain the Works strictly in accordance with the Contract which will be to the entire satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's written instructions and directions on any matter whether mentioned in the Contract or not, touching or concerning the Works. The Engineer's decision relating to the use and quality of materials and visual and aesthetic effect shall be final.

## **21.0 WEEKLY REPORT**

The Contractor shall submit every week to The Engineer, a detailed report of the following:

- a. Materials procured, consumed and balance at Site and expected deliveries during next fortnight.
- b. List of plant and equipment working at Site, standby and those under repair and equipment scheduled to arrive during next fortnight.
- c. Skilled / unskilled personnel, foremen, supervisors and engineers working at Site and expected increase in the next fortnight.
- d. Steps proposed for speeding up progress of work.
- e. The Contractor shall, on a monthly basis, or additionally whenever required by the Engineer, review and update this programme and submit the same to the Engineer. The Contractor shall also submit a supporting report which shall include details of the Contractor's arrangement for executing the Works and of the Constructional Plant and Temporary Works which the Contractor intends to supply, use or construct, as the case may be

## **21.1 PROGRESS REVIEW:**

If at any time it appears to the Engineer that the actual progress of the Works does not conform to the existing programme, the Contractor shall produce a revised programme showing the modifications to the earlier programme, necessary to ensure completion of the Works within the time stipulated for completion.





**21.2** Approval by the Engineer of the revised programme will not relieve the Contractor of any of his duties, liabilities or responsibilities under the Contract.

### **21.3 MONTHLY REVIEW MEETINGS**

In addition to the Site Co-ordination Meetings, Review Meetings shall be convened by the Engineer on a Monthly basis to be attended by the Engineer, the Owner's Representative and the Senior Management of the Contractor.

### **22.0 CONTRACTOR'S SUPERVISION**

**22.1** The Contractor shall provide all necessary supervision during the execution and maintenance of the Works for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor or his competent and authorised representative approved in writing by the Engineer, which approval may at any time be withdrawn, is to constantly remain at the Site and shall give his entire time to supervise the Works. Such an authorised representative shall be authorised to receive, on behalf of the Contractor, directions and instructions issued by the Engineer.

**22.2** The Contractor shall employ for the execution of the Works:

- a) Such technical persons who are qualified and experienced and such representatives, foremen and supervisory staff as are competent to supervise the Works, and
- b) Such skilled, semi-skilled and unskilled personnel as is necessary for the proper and timely execution of the Works and maintenance of the Works.

**22.3** The Engineer shall be at liberty to object and require the Contractor to immediately withdraw from the Works any person who, in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable.

**22.4** The Contractor shall at all times remain responsible for the acts of its team members and the Contractor shall always be solely responsible to ensure that the Works are performed to the satisfaction of the Engineer and at no point of time:

- i) Any personnel deployed by Contractor may claim employment with the Owner or directly or indirectly either expressly or impliedly create any presumptive impression to any third party that he/she/ they is/are the employee(s)/personnel and/or agents of the Owner.
- ii) Contractor shall not do any act or deed which may mislead any third party(ies) to presume that its personnel are the employee(s) /representative(s)/agent(s)/ personnel of the Owner.

In the event of violation or breach of this clause, Contractor shall be held liable and



responsible for all consequences under law.

## **23.0 SITE OFFICES**

23.1 The Owner will provide a office space with water, electrical, toilet facilities for the use by the Contractor and his Site staff, if available. The Contractor shall maintain and keep these in a clean and sanitary condition. However if space is not available with the Owner, contractor shall make his own arrangements regarding this.

23.2 On completion/termination of works, the Contractor shall vacate the Site Office immediately as and when told by the Owner. The Site Office made by the contractor shall be dismantled and cleared by the Contractor and materials be taken away only after the completion/termination of the Works, including services or when directed by the Engineer. No unauthorized personnel/workers are allowed to occupy/use office and if such activity comes into notice of Owner,

## **24.0 PHOTOGRAPHS**

The Contractor shall supply the Engineer, every month, with requisite number of photographs or as directed, size 20 x 25 CM, requisite number of copies of each photograph, showing clearly the progress of the Work. The Engineer will indicate the locations and angles at which the photos are to be taken. All photographs shall be signed and dated by the Contractor.

## **25.0 SITE DRAINAGE**

25.1 All water which may accumulate on the Site during the progress of work and in excavations from any cause shall be removed from the Site to the satisfaction of the Engineer and local authority, at the Contractor's expense.

25.2 The Owner may, at its sole discretion and without in any manner relieving or absolving the Contractor of its obligation under Clause 26.1, provide necessary assistance to the Contractor in obtaining authorisation from the local authority for disposal of water into the municipal storm water drains.

## **26.0 SITE ORDER BOOK**

The Engineer shall communicate or confirm their instructions to the Contractor in respect of the execution of work during site inspections in a "Works Site Order Book" maintained at the Site Office of the Engineer. The Contractor or his authorised representative shall confirm receipt of such instructions by signing against the relevant orders in the book. If desired, the Contractor shall be furnished a copy of such instructions.



## **27.0 SETTING OUT**

The Contractor shall be responsible for the true and proper setting out of the Works in relation to reference points, lines and levels, given by the Engineer in writing and for the correctness of the positions, levels, dimensions and alignment of all parts of the Works. The Contractor shall provide all necessary instruments, appliances and engage his own personnel in connection with setting out. If any error in the setting out is noticed at any stage, the Contractor shall, at his own cost, rectify such errors to the satisfaction of the Engineer, irrespective of whether such setting out was verified/ approved by the Engineer at an earlier date or not.

## **28.0 WATCHING AND LIGHTING**

The Contractor shall provide and maintain, at his cost, all lights, guards, fencing and watching when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works, materials, plant and equipment, including the property of the Owner.

## **29.0 CARE OF WORKS**

From the commencement of the Works, until completion, the Contractor shall be fully responsible for the care of Works, materials, Temporary Works and Constructional Plant. In case of any damage, loss to the Works, or to any part thereof whatsoever, the Contractor shall, at his own cost, repair and make good the same, so that on completion of the Works, the Works shall be found in good order and condition and in conformity with the Contract, in every respect. The Contractor shall also be liable for any damage to the Works caused by him in the course of any operations carried out by him for the purpose of completing any outstanding work or rectification of defects during the maintenance period.

## **30.0 NOTICES AND FEES**

30.1 The Contractor shall give all notices and pay all fees required to be given or paid under any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution of the Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.

30.2 The Contractor shall comply with all the provisions of applicable Statutes, Ordinances or Laws, rules, regulations, bye-laws, notifications of any local or other duly constituted

authority(ies) which may be applicable to the Works and shall keep the Owner, Engineer, their nominees and anyone connected with them indemnified, safe and harmless against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

### **31.0 INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES**

The Contractor shall ensure that all operations necessary for the execution of the Works shall be carried on so as not interfere unnecessarily or improperly with the convenience of the public, or the access to, use and occupation of public or private roads and footpaths, or any other place in the possession of the Owner or of others; provided that in circumstances where such interference is unavoidable the Contractor shall make such special arrangements and obtain such permissions from the relevant governmental instrumentalities as may be required to minimize the effect of any such interference.

### **32.0 CO-OPERATION WITH OTHER CONTRACTOR**

**32.1** The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to other contractors hired by the Owner and their workmen and to the workmen of the Owner, who may be engaged in the execution of any work, on or near the Site area but not included in the Contract.

**32.2** The Contractor shall co-ordinate with the other contractors to the extent his part of the work gets affected by the work to be done by them, and as directed by the Engineer. If any part of the Works being executed by the Contractor depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Engineer/Owner's Representative, any defects or deficiencies in such work that render it unsuitable for such proper execution and results of the Works.

**32.3** The Contractor's failure to so inspect and/or report any such defects or deficiencies shall constitute an acceptance of the other contractor's work as fit and proper for receiving the Works of the Contractor and any measures that the Contractor shall thereafter be required to undertake to ensure compliance of the Works with the Contract shall be at the Contractor's own risk and cost.

### **33.0 CONTRACTOR TO KEEP SITE CLEAR**

During the execution/progress of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant

and surplus materials and clear the Site of any rejected materials, wreckage, rubbish or Temporary Works no longer required.

#### **34.0 CLEARANCE OF SITE ON COMPLETION**

Before the Engineer issues the Certificate of Completion, the Contractor shall clear away and remove from the Site, all Constructional Plant, surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in workmanlike condition to the satisfaction of the Engineer and the local authority.

#### **38.0 LABOUR HUTS**

The Contractor shall not be allowed to put up huts for personnel at the Site as the space at the Site is very limited. However hutments will be provided by client free of charge if available.

#### **39.0 RELEASE OF INFORMATION**

All information gathered under this Contract by the Contractor and all reports and recommendations relating to this Contract in terms of Clause 98 shall be treated as Confidential by the Contractor and shall not, without the prior written approval of the Owner be made available to any person or party, other than the Engineer, the Architect or any concerned Government Authority.

### **INSURANCES**

#### **40.0 INSURANCE OF WORKS AND CONTRACTOR'S EQUIPMENT**

**40.1** Without in any way limiting the other obligations and liabilities of the Contractor under the Contract, the Contractor shall effect and maintain in force, the insurances specified in this Clause and elsewhere in the Contract. The cost of procuring such insurances shall be deemed to have been included in the rates and prices quoted by the Contractor and the Contractor shall not be entitled to claim any additional payments or compensation on account of procuring the same.

**40.2** Such Insurance shall be effected with an Insurer and in terms approved by the Owner, which approval shall not be unreasonably withheld and the Contractor shall produce to the Engineer the policies of the Insurance and the receipts for payment of the current premium.

#### **41.0 THIRD PARTY INSURANCE**

- 41.1 Before commencing the execution of the Works, the Contractor shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Owner and other adjoining properties and to any person including any personnel of the Owner, Consultant, Architect, by or arising out of the execution of the Works or in the carrying out of the Contract and shall fully indemnify and hold harmless the Owner, the Engineer and all persons who may be associated with or connected with the Owner or the Engineer against all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of any damage caused to them.
- 41.2 Such insurance shall be affected with an insurer and in terms approved by the Owner. The Contractor shall, whenever required, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.
- 41.3 The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy, being brought or made against the Owner, the insurer will indemnify and hold harmless the Owner, the Engineer, and all persons who may be associated with or connected with the Owner or the Engineer against such claims and any costs, charges and expenses in respect thereof.

#### **42.0 INSURANCE AGAINST ACCIDENT OR INJURY TO WORKERS.**

- 42.1 The Owner shall not be liable for, or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury or loss of life or limb to any workman or other personnel engaged by the Contractor or any Sub-Contractor.
- The Contractor shall indemnify and keep indemnified and hold harmless the Owner, the Engineer, and all persons who may be associated with or connected with the Owner or the Engineer against all such damages and compensation, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 42.2 The Contractor shall insure against such liability with an insurer approved by the Owner and shall continue such insurance during the whole of the time that any personnel are engaged by him or the Sub-Contractor on the Works and shall, when required, produce to the Engineer such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any Sub-Contractor, the Contractor's obligation to insure as aforesaid under this sub-clause, shall be satisfied, if the Sub-Contractor, shall have insured against the liability in respect of such persons, in such manner





that the Owner is indemnified under the policy, but the Contractor shall require such Sub-Contractor to produce to the Engineer, when required, such policy of insurance and the receipt for the payment of the current premium.

**43.0 REMEDY ON CONTRACTOR'S FAILURE TO INSURE; WAIVER OF SUBROGATION**

43.1 If the Contractor shall fail to effect and keep in force insurance, as per the terms of Contract, the Owner may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Owner as aforesaid from any monies due or which may become due to the Contractor, or recover the same from the Contractor.

43.2 It shall be the responsibility of the Contractor to lodge and settle all insurance claims, which may arise. The responsibility and liability of making good losses shall rest with the Contractor irrespective of the status of settlement of claims and the Owner shall not be liable for any additional cost on this account.

43.3 Insurance policies procured and maintained by the Contractor or any Sub-Contractor shall include a waiver of any right of subrogation of the insurers thereunder against the Owner, the lenders to the Owner, and their respective assigns, subsidiaries, affiliates, parent companies, employees, and of any right of such insurers under such policies to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy. The Contractor further releases, assigns and waives any and all rights of recovery against the Owner, the lenders to the Owner, and their respective assigns, subsidiaries, affiliates, parent companies, employees, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss covered by the policies of insurance maintained or required to be maintained by the Contractor pursuant to the Contract or because of deductible clauses in, or inadequacy of limits of, any such policies of insurance.

43.4 Each insurance policy required to be maintained by the Contractor shall provide that the insurance will not, as against one named party to the insurance, be invalidated by any act, breach, omission, neglect or failure of another party.

## **LABOUR**

**44.0 ENGAGEMENT OF LABOUR**

44.1 The Contractor shall make his own arrangements for the engagement of labour, local or otherwise, and for their transport, housing and payment. All personnel engaged by the Contractor on the Works shall remain the sole responsibility of the Contractor and no claim shall lie against the Owner by them or Contractor or the Sub-Contractor or any person claiming on their behalf against the Owner in respect of any right or benefit due to the personnel in their employment.

44.2 The Contractor shall obtain a valid license under the Contract Labour (Regulation and



Abolition) Act, 1970 and registration under Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 before the commencement of the work and continue to have a valid license and registration until the completion of work or expiry of maintenance period, if applicable. The submission of Form V by the Owner shall not absolve the Contractor in any manner whatsoever of its liabilities and responsibility regarding Contract Labour Regulation and Abolition Act and the rules and regulations thereunder.

44.3 The Contractor shall pay the personnel employed by him directly or through Sub-Contractors, wages not less than the minimum wages notified under the Minimum Wages Act.

44.4 The Contractor shall in respect of personnel employed by him either directly or through Sub-Contractor comply or cause to be complied with the provisions of all prevailing labour laws such as but not limited to the Payment of Wages Act, 1936; Minimum Wages Act, 1948; Owners Liability Act, 1938; Employees' Compensation Act, 1923; Maternity Benefit Act, 1961; Contract Labour (Regulation and Abolition) Act, 1970; Employees Provident Fund Act, 1952; Child Labour (Prohibition and Regulation) Act, 1986; Employees' State Insurance Act, 1948; Payment of Bonus Act, 1952; Payment of Gratuity Act, 1972; Employees' Compensation Act, 1923; Inter-State Migrant Workman (RECS), 1979; The Employees Deposit Linked Insurance Scheme, 1976; The Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996 and any other Act, rules or regulations for labour as may be enacted by the Government or any modification thereof or any other law relating thereto and rules made there under from time to time.

44.5 The Owner shall, on a report from Inspecting Officer, defined under Contract Labour (Regulation and Abolition) Act, 1970, have the power to deduct from the monies due to the Contractor any sum notified under the provisions of the relevant Act.

44.6 The Contractor shall indemnify the Owner against all or any payments to be made under and for observance of any Act, rules and regulations aforesaid without prejudice to his right to claim indemnity from his Sub-Contractors. The Contractor shall submit to the Owner an Indemnity Bond as per format at Appendix "G" of the General Conditions of Contract in this regard.

44.7 The Contractor shall not give, barter or otherwise dispose off to any persons any arms or ammunition of any kind, or permit such actions at Site by his agents, personnel or Sub-Contractors or personnel of the Sub-Contractors.

44.8 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carryout such instructions, orders and requirements of Medical or Sanitary



Authorities or other governmental instrumentalities for the purpose of dealing with and overcoming the same. The Contractor shall also, at his expense, conform to all anti-malarial instruction given to him by the Engineer or by any local authority including filling up of borrow pits.

- 44.9 That the Contractor shall be liable to comply with all the statutory enactments which shall be applicable to it as a result of this Contract undertaken by it. The Contractor in compliance with the provisions of law undertakes to submit all the statutory returns wherever required. In case of breach of any statutory enactment or rules framed there under the Contractor alone shall be liable for the consequences while no proceeding or penal action for such breach shall be maintainable against the Owner, its Directors, its personnel, Agents, Representatives and all those connected with the Owner. The Contractor shall accordingly submit on a monthly basis a "Certificate of Compliance" as given in Appendix "F".
- 44.10 That the Contractor undertakes to pay wages to its workers/personnel not less than the minimum wages as prescribed by the Government and revised from time to time. The Contractor shall also ensure full compliance with regard to the provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Scheme framed there under and shall deposit the requisite contributions (both employer's and employee's share) with the concerned Authorities within the stipulated dates as laid down under law and also submit the Statutory Returns as required. If the Contractor is already a covered unit under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 it would cover the personnel under the Code Number already allotted by the concerned RPFC and in case no such Code Number has been allotted, the Contractor shall ensure that he obtains the coverage before the commencement of the Project and the Provident Fund contributions in respect of the personnel engaged in or in connection with the Works are enrolled as member of the Fund including those employed through a Sub-Contractor.
- 44.11 In the event of the applicability of the Employees' State Insurance Act, 1948 (ESI Act), the Contractor shall comply with the provisions of the said Act and deposit ESI Contributions. If for any reason, the Owner is required to pay any ESI contribution in respect of the personnel engaged by the Contractor/Sub-Contractor, by operation of the law or otherwise, the same shall be immediately reimbursed by the Contractor to the Owner, failing which the amount so paid shall be recovered from the bills payable to the Contractor.
- 44.12 That the Contractor shall obtain an insurance policy against the accident(s) or loss of life in respect of all the personnel including those engaged through a Sub-Contractor providing adequate coverage against any disability or infirmity or death which may be caused to the personnel as a result of the accidents on the site.



- 44.13 That the Contractor having been covered under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 shall obtain the requisite Licences from the concerned Authorities clearly setting out the number of persons to be engaged by it for the construction of the Works assigned under this Agreement. The Contractor shall maintain the requisites registration of Muster Roll and issue wages slips to each of its personnel including those engaged through a Sub-Contractor.
- 44.14 In case of an accident whether resulting in any injury or disability or death of the personnel including those engaged through a Sub-Contractor, the Contractor shall be liable to pay to such personnel compensation in accordance with the provisions of Employees' Compensation Act, 1923. Such compensation shall be paid to the concerned personnel or the legal heirs within one month of the date of the accident.
- 44.15 In the event the Contractor fails to pay the requisite compensation to its personnel including the one engaged through a Sub-Contractor, the Owner shall be entitled to pay to such personnel of the Contractor the requisite compensation and the payment so made shall be adjusted against the bills payable to the Contractor by the Owner.
- 44.16 It is clearly understood and agreed to by the Contractor that it is the statutory obligation on the part of the Contractor as a Principal Employer to faithfully comply with the provisions of all the statutory enactments that are applicable to it including the Employees Provident Fund and Miscellaneous Provisions Act and the scheme framed there-under. The Contractor shall with effect from the date of the appointment of each personnel including those engaged through a Sub-Contractor shall be covered by the provisions of the EPF and MP Act and their PF contribution both employer and employee, shall be deposited with the Regional Provident Fund Commissioner. In the event if it is found either by the Office of the RPFC or otherwise that the Provident Fund contributions are not being paid or deposited in respect of all the personnel including those engaged through a Sub-Contractor and a liability on this account is created and is required to be paid to the RPFC by the Owner, such amount shall be recovered from the bills that would be payable to the Contractor by the Owner and the Contractor shall not be entitled to raise any dispute in this regard.
- 44.17 The Contractor alone shall be the employer in relation to the personnel employed by it including those through the Sub-Contractor for fulfillment of its obligations under this Agreement. It is therefore, the Contractor who alone shall be responsible and liable to pay wages to its personnel including those engaged through a Sub-Contractor and as such, the Owner shall in no case be liable for any such claim or claims. Neither the Contractor nor the personnel engaged by it including those engaged through a Sub-Contractor shall be entitled to raise any dispute, demand or claim in this regard against the Owner. All claims in this



regard would only be directed against the Contractor and the Contractor alone shall be liable to pay the same.

- 44.18 In the event of any accident of any nature whatsoever at the Site or otherwise related to the Works awarded to the Contractor including Temporary Works, then the Contractor alone shall be liable for all the consequences arising out of such accident(s) and provide explanation to the Police/ Authorities, if required. Since the Owner is not involved in the construction of the Works, it shall not be responsible in any manner whatsoever in respect of such accident(s) and any legal proceedings, if instituted, would lie against the Contractor only and not against the Owner. The Contractor shall be solely responsible for any loss or damage to property or injury to any person (including but not limited to any injury to or death of any personnel engaged by the Contractor, any Subcontractor, the Owner, the Owner's Representative, the Engineer, the Architect or any other contractor or consultant engaged by or behalf of the Owner in relation to the Works or injury to or death of any member of the public) and the Contractor hereby expressly absolves the Owner from any such liabilities.
- 44.19 That the Contractor shall be fully responsible in respect of all matters including the payment of wages etc. in respect of the Sub-Contractor and the personnel engaged through them. For the purposes of this Agreement, the Contractor shall be the deemed employer in respect of the personnel employed by or through Sub-Contractors and as such it shall be the exclusive responsibility of the Contractor to ensure that all statutory provisions of law which are applicable to the direct workers/ employees/ personnel of the Contractor are duly applied to the employees/personnel employed by or through Sub-Contractors, and they shall not be discriminated in any manner whatsoever, and the Contractor shall not be entitled to absolve his responsibility and/or liability on the plea that they are not his direct employees/personnel.
- 44.20 The Contractor shall comply with the Child Labour (Prohibition and Regulation) Act, 1986 and no child shall be employed at Construction site in any capacity and no women shall be deployed at work during night after 7 pm.
- 44.21 The Contractor on the Completion/ Foreclosure/ determination of this Agreement shall forthwith settle all the accounts and/or claims of all the personnel including those engaged by or through Sub-Contractors and shall produce the relevant record showing such payments having been made to the personnel and shall also make affidavit certifying that the legal dues of all the personnel including those engaged through Sub-Contractors have been settled. It is only on the receipt of such an affidavit and upon satisfying after checking, the relevant records that such payments have been made, that the bills of the Contractor shall be passed for payment. In case the Contractor fails to furnish the requisite record or give an affidavit in the manner mentioned above, the Owner shall be within its competence to with-hold the

payment of the pending bill of the Contractor.

## **MATERIALS AND WORKMANSHIP**

### **45.0 QUALITY OF MATERIALS AND WORKMANSHIP**

- 45.1 All materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with instructions and directions of the Engineer and shall be subjected, from time to time, to such tests as the Engineer may direct at the place of manufacture or fabrication or on the Site or at such other places as may be directed by the Engineer. The Contractor shall ensure that all materials, fittings, fixtures etc. will be new, unused, not reconditioned and of utility-grade quality and in full conformity with the specifications for which they are intended and be free from defects and defective workmanship and that the Contractor shall not use any materials for incorporation into the Works which are generally recognised as being deleterious or to be avoided in any case for the purpose for which they are to be applied.
- 45.2 Based on the above certificates as per Appendix 'K' and 'N', the Contractor undertakes to be liable to attend any defect within 10 (Ten) days of the Engineer notifying the same and the Owner shall have the full right to get the work executed/ rectified at the Contractor's risk and cost. In case the Contractor fails to pay the Owner or tenants or third party or their representatives, the amount of the claim within 10 (Ten) days as referred above, then the Owner shall have the undisputed right to claim this amount so claimed along with an interest @ 25% per annum till the date the full amount is realized.
- 45.3 Samples of all materials shall be supplied by the Contractor at his own cost, for approval of the Engineer. The Engineer will approve the samples in writing before the Contractor arranges bulk supply. The cost of making any tests shall be borne by the Contractor.

### **46.0 QUALITY CONTROL**

- 46.1 The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer, or any Third Party engaged by the Owner to carry out surveillance visits/audit, both on and off the Site, to verify that the Quality Assurance System is being properly adopted and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price.
- 46.2 Compliance with the Quality Assurance System shall not relieve the Contractor of any of his duties, obligations or responsibilities under this Contract.





#### 47.0 **EXAMINATION OF WORK BEFORE COVERING UP**

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

47.2 The Contractor shall open any part or parts of the Works as the Engineer may from time to time direct and where the Engineer reasonably believes that such part or parts of the Works are defective. The Contractor shall reinstate and make good such part or parts to the Satisfaction of the Engineer. However, upon opening up it's found that such part or parts of the works are not defective; the Contractor shall be entitled for the cost of such opening up and reinstatement.

#### 48.0 **REMOVAL OF IMPROPER WORK AND MATERIALS**

48.1 The Engineer shall have full powers to order in writing:

- a) The removal from the Site, within such time as may be specified in the order, of any materials which, in the opinion of the Engineer are not in accordance with the Contract.
- b) The substitution of proper and suitable materials, and
- c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment thereof or of any work which in respect of materials or workmanship is not; in the opinion of the Engineer in accordance with the Contract.

48.2 In case the Contractor defaults in carrying out such order, the Owner shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Owner or may be deducted by the Owner from any monies due or which may become due to the Contractor.

#### 49.0 **PERIOD OF COMPLETION**

The entire Works covered in this Contract shall be completed by the Contractor within the time stipulated in SCC.

#### 50.0 **EXTENSION OF TIME**

50.1 If the Works are delayed by Force Majeure, suspension of work by the Owner, serious loss or damage by fire, ordering of extra or additional work, over and above that specified in this



Contract or other circumstances of any kind whatsoever, other than due to the default of the Contractor and the delay be such, as would fairly entitle the Contractor to an extension of time and which in the absolute discretion of the Engineer, is beyond the control of the Contractor, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof to the Engineer, stating the cause and the anticipated period of delay and in any such case, the Engineer may give a fair and reasonable extension of time for completion of the Work. In case of a continuing delay or disruption, the Contractor shall submit interim details at intervals of not more than 28 days (from the first day of such delay or disruption) and full and final supporting details together with full supporting documentation in support of its claim for time extension within 28 days of the date of cessation of such delay or disruption. The Engineer shall give his decision within 30 days of receipt of a written notice and such further details as may be requested from the Contractor.

50.2 Such extension shall be communicated to the Contractor by the Engineer in writing. The Contractor shall not be entitled to claim any compensation or over-run charges whatsoever for any extension granted.

50.3 Contractor to provide Notification and Detailed Particulars

The contractor shall:

- a) Within 14 days after the contractor became aware or should have become aware of such event or circumstance, give notice to the Engineer with a copy to the Owner describing the event or circumstance giving rise to the claim for extension of time, and
- b) Within 28 days after such notification submit to the engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submissions may be investigated at the time. Such detailed particulars shall include reference to the programme submitted to the Engineer pursuant to clause 21 and shall clearly set out the basis and justification for extension of time to which the contractor is of the opinion that he is entitled to receive. Engineer shall hereafter make final determination.
- c) If the contractor fails to give notice of a claim for extension of time within such period of 14 days or fails to provide detailed particulars within 28 days, this shall constitute a waiver of the contractor's rights to extension of time and all such rights are forfeited. The time for completion shall not be extended and the owner shall be discharged from all liabilities in connection with the claim.

## 51.0 RATE OF PROGRESS

If for any reason, the rate of progress of the Works, in the opinion of the Engineer is too slow to ensure completion in the prescribed time or extended time for completion, the



Contractor shall take such steps as are necessary in the opinion of the Engineer, to expedite progress to complete the Works by the prescribed time or extended time. The Contractor shall not be entitled to any additional payment for taking such steps.

## **52.0 SUSPENSION OF WORK**

The Contractor shall, on the written order of the Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work without any extra cost. Further, in the event the Contractor fails to immediately rectify any non-compliance with safety regulations, applicable laws and permits or any breach of the Contract, the Owner/Owner's Representative may, without prejudice to its other rights and remedies under the Contract or under law, suspend all or any part of the Works until such time that satisfactory corrective action has been taken by the Contractor. The Contractor shall not be entitled to any extension of time or any additional costs on account of such suspension.

## **PLANT, TEMPORARY WORKS AND MATERIALS**

### **53.0 CONTRACTOR TO SUPPLY ALL PLANT, LADDERS, SCAFFOLDING, ETC.**

No plant and machinery will be arranged or issued by the Owner and the Contractor shall mobilize and deploy at his own cost all plant, machines, shuttering and scaffolding, tools and tackles necessary/incidental to due performance of the Contract.

### **54.0 MATERIALS, PLANT, ETC., EXCLUSIVE USE FOR THE WORKS**

54.1 All Constructional Plant, Temporary Works and materials when brought on to the Site shall be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, without the consent, in writing, of the Engineer, which shall not be unreasonably with-held.

54.2 Upon completion of the Works, the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

54.3 The Owner shall not at any time be liable for the loss of or damage to any of the said Constructional Plant, Temporary Works or materials.

54.4 The rates and prices quoted by the Contractor include and the Contractor shall be liable to

bear and pay all costs attributable to materials for the Works (including but not limited to royalties payable for minor minerals such as sand or gravel or royalties payable otherwise in connection with any excavations for the Works).

## **ALTERATIONS, ADDITIONS AND DELETIONS**

### **55.0 VARIATIONS**

55.1 The Engineer shall have the power to make and order any variation of the form, quality or quantity of the Works that may appear to him to be necessary during the progress of the Work and the Contractor shall carry out as directed any of the following:

- a) Increase or decrease the quantity of any work included in the Contract;
- b) Omit any such work, partly or entirely,
- c) Change the character or quality or kind of any such work,
- d) Change the levels, lines, position and dimension of any part of the work, and
- e) Execute additional work of any kind necessary for completion of the Works.

No such variation shall in any way vitiate or invalidate the Contract, but the value of all such variations shall be taken into account in ascertaining the amount of the revised Contract Price. Variations do not envisage supply of labour.

55.2 No such variations shall be made by the Contractor without an order in writing of the Engineer. Such Variation Order shall clearly specify the nature of changes.

55.3 All altered, additional or substituted work done or work omitted shall be valued at the rates and prices set out in the Contract, if, in the opinion of the Engineer, the same are applicable. If the Contract does not contain any rates or prices applicable to the altered, additional or substituted work, their value shall be worked out in accordance with the following procedure:

- a) If the altered, additional or substituted work is similar in character to the items specified in the Contract, the rates will be derived from the rates for a similar class of work as are specified in the Contract.
- b) If the rates for the altered, additional or substituted work cannot be determined in the manner specified above, the rate shall be determined by the Engineer on the basis of the cost to the Contractor at Site plus 15% to cover his overheads and profits. Provided that if the Contractor is not satisfied with the rate fixed by the Engineer, he shall be entitled to represent the matter to the Owner's Representative within fourteen days of the receipt of the rate fixed by the Engineer and the decision of the Owner's



Representative thereon, shall be final and binding.

Time being of the essence in the performance of the Contract, any variation directed by or on behalf of the Owner shall be proceeded with promptly by the Contractor. If the parties cannot agree upon the cost or time implications of a variation, under no circumstances shall the Contractor suspend or delay the work on the plea of non-settlement of the rate.

## **56.0 CLAIMS**

- 56.1 The Contractor shall send to the Engineer once every month, an account of claims that he intends to make relating to the preceding month giving detailed particulars for any additional payment to which the Contractor may consider himself entitled to other than Variations initiated by the Engineer as defined in Clause 65.
- 56.2 The Contractor shall then in due course, at the earliest practicable opportunity, submit his documentary evidence for the above said claims to the Engineer for his consideration. The Engineer shall then accept or reject the same. In case the Engineer rejects the claim, and the Contractor does not wish to pursue it any further with Owner's Representative then the Contractor shall be assumed to have accepted the Engineer's decision as final and the said claim shall be considered as extinguished. In case the Engineer accepts the claim, a formal Variation Order shall be issued by him clearly specifying the nature of claims and related cost implications on the Contract Price.
- 56.3 Failure on the part of the Contractor to put forward any such claim(s) up to the date of the Interim Bill shall be considered as an absolute waiver thereof and the Owner shall not in any way be liable in respect of the same.
- 56.4 The Contractor shall confirm to the Owner by way of Certificate given in Appendix 'L' that he has no further claims on any account whatsoever as on the date of interim bill.

## **CERTIFICATES AND PAYMENTS**

### **57.0 VALUATION**

The valuation of interim bills shall be done on the basis of agreed 'milestone based payment schedule', forming part of the Contract. The Contractor shall be entitled to submit to the Engineer requests for interim payments on achievement of milestones described in the said payment schedule. In addition, the Contractor shall also be entitled for payment against partial achievement of milestone(s), provided that such partial achievement, in the Engineer's opinion, exceeds 50%, as on the date of interim bill. The Contractor has to ensure that milestone(s) against which part payment is released are fully achieved by the end of subsequent billing cycle. However, in case the Contractor fails to achieve such milestone(s), the Engineer shall recover the part payment released against such milestone(s).

Subsequently, payment against these milestone(s) shall be released only after they are fully achieved. However, the valuation of Variations shall be done by measurements in accordance with Clause 69.0 and 70.0.

## **58.0 WORKS TO BE MEASURED**

- 58.1 The Engineer shall, when he requires any part of the Works to be measured, give a reasonable notice to the Contractor's authorised agent or representative, who shall attend or send a qualified representative to assist the Engineer or his representative in making such measurements, and shall furnish all particulars required by them.
- 58.2 Measurements shall be signed and dated by both the parties, on the completion of each set of measurements. If the Contractor objects to any of the measurements recorded by the Engineer, the Contractor or their authorised representative shall record a note to this effect in the Measurement Book against the items objected to and such a note shall be signed and dated by both the Contractor and the Engineer or their Representatives.
- 58.3 If the Contractor fails to attend or neglects or omits to send his authorised representative, then the measurements made by the Engineer or approved by him shall be taken to be correct measurement of the work. If after examination of such record of measurements, the Contractor does not agree with the same or does not sign the same as agreed, these shall nevertheless be taken to be correct, unless the Contractor shall have within fourteen days of such examination, notified the Engineer in writing in which respect the measurements recorded are claimed by him to be incorrect. The Engineer after considering the objections raised in the notice given by the Contractor, shall either confirm or vary the measurements, and such measurements determined by the Engineer shall be final.

## **59.0 METHOD OF MEASUREMENT**

The Works shall be measured net, notwithstanding any general or local custom, as per the method of measurement set out in the Bills of Quantities and Specifications. In case no method of measurement has been specified in the Bill of Quantities and Specifications, then the Works including additional items of work, shall be measured as per the method of measurement specified in the C.P.W.D. Specifications 2009 including amendments as may be in force from time to time and for items not covered by the C.P.W.D. Specifications, as per IS:1200-Method of Measurement for Building Works (respective part), in that order of precedence.

## **60.0 CERTIFICATE NOT TO AFFECT CONTRACTOR'S LIABILITY**

No certificate, neither any interim payment, nor any sum paid on account by the Owner, nor





any extension of time for execution of the Works granted by the Owner shall affect or prejudice the right of the Owner against the Contractor or relieve the Contractor of his obligations for due performance of the Contract, or be treated as waiver of the Owner's rights or approval of the Works done or of the equipment supplied till the expiry of the Maintenance Period. Further, no certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Owner or discharge of the liability of the Contractor for the payment of damages whether due, ascertained or certified or not, or any sum, against the payment of which he is bound to indemnify the Owner under the Contract or otherwise affect or prejudice the rights of the Owner against the Contractor.

## **61.0 INTERIM BILLS**

- 61.1 During the execution of the Works, the Contractor shall at intervals of 30 (Thirty) days on the dates agreed between the Engineer and the Contractor, submit Interim Bills in the proper form and manner as required in this Contract, in four copies, showing the value of the work executed based on measurement of Works.
- 61.2 The Engineer shall approve the quality and quantity of materials, equipment and workmanship and adherence to the details as per Drawings, Specifications and the Engineer's instructions and render certificates accordingly, before he certifies to the Owner the Interim Bill for payment to the Contractor.
- 61.3 The Engineer shall check Interim Bills along with material reconciliation calculations of "Free Issue Materials", if any. The Contractor shall also be required to provide details of all dimensions, measurements, calculations, vouchers, etc. which the Engineer may request for proper verification of the same. In the event of any discrepancy, the Engineer shall adjust the value shown in the Interim Bills. For all free issue materials, wastage / scrap shall be the sole property of the Owner.
- 61.4 All interim payments shall be treated as payments by way of advances against final payment and not as payments for the work done or be considered in any way, as an admission of the due performance of the Contract. Interim payments by the Owner shall not operate to release or absolve the Contractor in any manner whatsoever from any obligations or liabilities under the Contract.
- 61.5 Inclusion of any Works executed in any Interim Bill and payment of such interim bills shall not be deemed to constitute approval by the Engineer of any such Works or materials, nor shall it in any way affect the rights of the Owner under this Contract.
- 61.6 The Interim Bill shall be paid within 30 (Thirty) days of its presentation after deduction of



- advances, Retention Money and all other dues.
- 61.7 From the amount of the Interim Bill certified by the Engineer, the Owner shall deduct an amount towards Retention Money, as specified.
- 61.8 The Engineer may by a fresh certificate correct or modify any previous certificate and shall have power to withhold any certificate, if the Works or any part thereof are not being carried out to his or the Architect's or the Owner's satisfaction, due notice of such withholding being given to the Contractor.
- 61.9 Property and ownership in all materials, equipment and Works shall vest in the Owner, in whole or in parts, upon the earlier of when:
- (a) payment of the interim bills or payments are made against work done;
  - (b) Incorporation of such materials, equipment, fittings, fixtures into the Works; or
  - (c) a high seas purchase contract is executed by the owner pursuant to the Contract;
  - or
  - (d) Termination (either foreclosure or determination) of the Contract.

## 62.0 FINAL BILLS

- 62.1 Not later than 45 days after the Engineer issues the Completion Certificate, the Contractor shall submit to the Engineer 4(Four) copies of the Final Bill with supporting documents including the Labour Compliance Certificate, Structural Quality and Structural Stability Certificates, Waterproofing Performance Guarantee Certificates (in the form prescribed by the Owner in Appendix "F", "K", "N", "H" and "J" respectively), including showing in detail the measurements and value of the work done in accordance with the Contract, the payments received by him and all other recoveries and deductions to be effected from the Contractor. Within 90 days of the receipt of the final bill and of all information reasonably required for the verification of the Final Bill, the Owner's Representative shall approve and render a certificate to the Owner, that he has satisfied himself that the work executed is as per the Contract Specifications and to his satisfaction. In case the Owner's Representative does not approve any part of the work, he shall indicate whether to order the Contractor to rectify the defects or alternatively to reappraise the quality of the work done for price adjustments.
- 62.2 On receipt of the said certificate from the Owner's Representative, the Engineer shall get the dimensions, calculations etc. verified and certify to the Owner the balance payment due to the Contractor after making adjustments for all the payments made to the Contractor and recoveries, if any, due from the Contractor, within 60 days of the receipt of the certificate from the Owner's Representative under Clause 74.1. The Owner shall pay the Final Bill



amount to the Contractor within 30 days of the Engineer rendering his Certificate to the Owner for payment of the Final Bill to the Contractor.

## **PRICE ESCALATION**

### **63.0 ESCALATION IN THE PRICES OF MATERIALS**

The rates and prices specified by the Contractor shall be deemed to cover any escalation in prices of materials, consumable etc. if any, during the Contract Period including any extension, and any claims by the Contractor for any escalation/additional costs shall not be admissible.

## **MAINTENANCE & DEFECTS**

### **64.0 MAINTENANCE PERIOD**

The period of maintenance shall mean a period of 12 months reckoned from the certified date of completion of the Works or in the event of more than one certificate of completion (in case the Works are to be completed and taken over in sections), from the respective dates so certified by the Engineer, during which the Engineer shall notify the Contractor of the defects or damage to the Works. The Contractor would then be required to rectify the defect or carry out repairs as specified by the Engineer.

### **65.0 RECTIFICATION OF DEFECTS/REPAIRS**

Should the Engineer consider, at any time during the construction or reconstruction or prior to the expiration of Maintenance Period, that any work has been executed with sub-standard or imperfect materials or by un-skilful workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the Contract, then in that event, the decision of the Engineer shall be final and binding. The Contractor shall, on demand in writing from the Engineer, specifying the fault, notwithstanding that the same may have been inadvertently passed, certified and paid for, rectify forthwith or remove and reconstruct the defective work so specified, in whole or in part, as the case may require, at his own cost and risk; and in the event of his failing to do so within the period specified by the Engineer in his demand/direction, the Owner, may carry out the work by other means at the risk and expense, in all respects, of the Contractor.

## **SAFETY**

## 66.0 SAFETY PROCEDURE

- 66.1 The Contractor shall incorporate in his operations the requirements of all the 'Safety Codes' issued by the Bureau of Indian Standards and provisions of the National Building Code of India 2005 including any amendments thereof, The Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996 and any other applicable statutory rules and regulations. These requirements shall apply in all cases except where the regulations of the local authority require more stringent measures to be taken. Where the requirements of BIS Codes and/or National Building Code, the Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996 are duplicated by the local regulations or the "Safety Manual" provided by the Owner, the more stringent of these regulations shall be deemed to apply. The Safety Manual provided by the Owner is only suggestive and shall not cast any liability on the Owner.
- 66.2 The Contractor shall provide safe means of access to all working places.
- 66.3 The Contractor shall be solely responsible for proper design of the scaffolding, temporary accesses, ladders and ramps, formwork and hoisting arrangements, cranes etc. to ensure safety of workmen as well as the Works. All scaffolds, ladders and other safety devices shall be maintained in safe conditions. Only tubular scaffolding shall be used.
- 66.4 All necessary personal safety/protective equipment, first aid kit, medically trained personal, fully equipped ambulance and any other facilities as per the statutory requirements should be always available on the Site for use. The Contractor shall take adequate steps to ensure proper maintenance and use of equipment by his Employees/Staff/personnel and Workers.
- 66.5 Adequate precautions shall be taken to prevent danger from electrical equipment.
- 66.6 No materials on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
- 66.7 The Contractor shall notify the Engineer immediately of any occurrence of mishaps or accidents that results in death or injury (including grievous injury) as defined in the Indian Penal Code. Such initial notification may be verbal and confirmed in writing thereafter and shall be followed by a comprehensive written report within 24 hrs of the occurrence/incident. The Contractor shall duly complete standard forms as required by the Engineer and Statutory Authorities.
- 66.8 It is made clear that the Contractor alone as the Principal Employer, is answerable and liable to all investigating and legal authorities including Court of Law and the Owner shall not have any part or liability in this regard. The Contractor alone shall be responsible and liable to compensate the victims immediately on the occurrence of the mishaps or accidents and



also protect and indemnify and hold harmless the Owner, the Engineer and all persons who may be associated with or connected with the Owner or the Engineer and to reimburse all legal and financial costs, if incurred, by the them in this regard.

- 66.9 All consequences, damages or losses arising by reason of any violation of the safety requirements resulting in any injury or loss of life to the Contractor's or any Sub-Contractor's Employees/Staff/personnel and Workers/Third Party (non-fatal/fatal) shall be met by the Contractor who alone will be responsible for handling and disposal of the accidental cases with Government/non-Government authorities. The Contractor shall be bound to pay compensation to the persons for the injuries sustained or death owing to neglect of the safety precautions should any claim proceedings be filed against the Owner/Engineer. The Contractor hereby agrees to indemnify the Owner and the Engineer against all liabilities and keep the Owner, his employees, personnel, agents, representatives and anyone connected with the Owner, protected from civil and criminal prosecution in such cases and be answerable for the same before all authorities. .

## **FORECLOSURE AND DETERMINATION OF CONTRACT**

### **67.0 FORECLOSURE OF CONTRACT**

- 67.1 If at any time after the commencement or work, the Owner shall, for any reason whatever, not require the whole or part of the work specified in the Tender, the Owner shall give notice in writing to the Contractor for termination of the Contract in respect of the remaining Works or any part thereof and thereupon the Contract Price shall be deemed to have been reduced by the amount attributable to the work not required. The Owner shall not be required to assign any reasons whatsoever for such termination/foreclosure and the Contractor shall have no claim to any payment of Compensation whatsoever on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of the full amount of work not having been carried out. The Contract shall stand terminated, in whole or in part (as the case may be), after the expiry of a period of twenty-one (21) days from the date of the notice from the Owner.

- 67.2 The Contractor shall be paid for the Works executed at Site and in addition, a reasonable amount as certified by the Engineer for the following which could not be utilized on the work to the full extent because of the foreclouser :-

- a) The amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out and a proper proportion as certified by the Engineer of any such items, the work or service comprised in which has been partially carried out or performed.

- b) Cost of materials reasonably ordered for the work which shall have been delivered to the Contractor or which the Contractor is legally liable to accept delivery, such materials becoming the property of the Owner upon such payments being made by him.

A sum to be certified by the Engineer being the amount of any expenditure reasonably incurred by the Contractor, in the expectation of completing the whole of the Works, in so far as such expenditure shall not have been covered by the payments made to the Contractor.

Payment of the amounts under in terms hereof to the Contractor shall be the sole and exclusive liability of the Owner and the sole and exclusive remedy of the Contractor, with respect to foreclosure of the Contract.

67.3 Provided that, against any payments due from the Owner under this clause, the Owner shall be entitled to be credited with any outstanding balances due from the Contractor for any advances including mobilization advance in respect of materials and otherwise and any other sum which on the date of foreclosing was recoverable by the Owner from the Contractor under the terms of Contract.

Upon receipt of notice to terminate (in whole or in part) from the Owner, the Contractor shall discontinue the Work from that date specified in the notice and to the extent specified in the notice, commence demobilization to the extent that they are related to the Work terminated or reduced in scope, on terms satisfactory to the Owner. The Contractor shall also stop all further sub-contracting or purchasing activity related to the Work terminated or reduced in scope, and assist the Owner in maintenance and protection of the completed Works.

## 68.0 **DEFAULT OF CONTRACTOR**

68.1 The Owner may, without prejudice to its other rights and remedies under the Contract or at law, terminate the Contract with fourteen (14) days notice in writing to the Contractor, in case of a default by the Contractor. The events of default of the Contractor shall include:

- (i) if the Contractor becomes bankrupt, or being a corporation goes into liquidation or winding-up or the Contractor itself commences bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings or insolvency, receivership, reorganization or bankruptcy proceedings are brought against it and the proceedings are not discharged or stayed by the appropriate Court of Law within 90 days of such proceedings being initiated, or the Contractor becomes insolvent or unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for





the benefit of its creditors. However a voluntary liquidation for the purposes of amalgamation or reconstruction or reorganisation may not constitute a default of the Contractor provided that:

- (a) as part of such amalgamation or reconstruction or reorganisation, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed or reorganised entity and the amalgamated or reconstructed or reorganized entity has unconditionally assumed the obligations of the Contractor under the Contract; and
- (b) the amalgamated or reconstructed or reorganized entity has the capability and experience required for the performance of its obligations under the Contract; and
- (c) the amalgamated or reconstructed or reorganized entity has the financial standing to perform its obligations under the Contract;
- (ii) if the Contractor assigns the Contract or any right, interest or benefit thereof without the prior consent in writing of the Owner;
- (iii) if the Contractor has an execution levied on his goods or other assets;
- (iv) if there is any misrepresentation by the Contractor in any representation or warranty of the Contractor set forth in the Contract, or the omission by the Contractor of any fact which renders any such representation or warranty materially misleading, untrue or incorrect;
- (v) if the Contractor fails to pay the Owner any amount under the Contract (including but not limited to liquidated damages) within [fourteen (14) days] of the due date;

If the Engineer certifies in writing to the Owner that in his opinion the Contractor:

- a) has, repudiated or abandoned or manifested an intention to repudiate or abandon the Contract, or
- b) has, failed to commence the Works or has suspended the progress of the Works for twenty eight days after receiving from the Engineer written notice to proceed, or
- c) has, failed to remove materials from the Site or to pull down and replace work for twenty eight days after receiving from the Engineer, a written notice that the said materials or work has been rejected under these conditions, or
- d) has, despite previous warnings by the Engineer, in writing, is not executing the Works in accordance with the Contract, or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or
- e) has, to the detriment of good workmanship, or in defiance of the Owner's instructions to the contrary, sublet any part of the Contract, or
- f) has failed to ensure that the Works are in compliance with all laws and permits to the extent applicable to the Works, or

- g) has, breached any of the terms and conditions of the Contract. Upon termination of the Contract by the Owner on account of the Contractor's default, the Owner or any person designated by the Owner may enter upon the Site and Works without releasing the Contractor from any of his obligation or liabilities under the Contract, or affecting the rights and powers conferred on the Owner by the Contract and the Owner may either himself complete the Works or may employ any other contractor to complete the Works. The Owner or such other contractor may use, for such completion, so much of the Constructional Plant, Temporary Works and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provisions of the Contract, as the Owner may think proper; and the Owner may, at any time, sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.
- 68.2 The Engineer shall, as soon as may be practicable after any such determination by the Owner, fix and determine ex-parte, or by or after reference to the Contractor and shall certify what amount, if any, had at the time of such determination been reasonably accrued to the Contractor in respect of work then actually done by him under the Contract and the value of any of the said unused or partially used materials, and Constructional Plant/Temporary Works, if any.
- 68.3 If the Owner determines the Contract under this Clause, he shall not be liable to pay to the Contractor any money on account of termination of the Contract until the expiration of the Maintenance Period and there-after until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Owner for completion of the works have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount and the Contractor shall then be paid accordingly, or if the costs incurred by the Owner (as certified by the Engineer) exceeds the sums payable to the Contractor, the Contractor shall pay the difference to the Owner forthwith. Payment of the amounts under in terms hereof to the Contractor shall be the sole and exclusive liability of the Owner and the sole and exclusive remedy of the Contractor, with respect to termination of the Contract.
- 68.4 The Retention Money and the Contract Performance Bank Guarantee kept towards Contract Performance, valid till the end of the Maintenance Period (Defects Liability Period), will be released only after the expiry of the Maintenance Period (Defects Liability Period).
- 68.5 The Contractor shall not be entitled to any compensation for the loss or any advantages that it might have derived from the execution of work in full if his Contract is determined due to



the reasons stated in the above clause 81.

- 68.6 The warranty obligations of the Contractor during the Maintenance Period with respect to all the Works performed prior to the termination of the Contract under Clause 80 or Clause 81 shall survive termination of the Contract.

## 69.0 CHANGE IN CONSTITUTION

If the Contractor is a firm and if there is a change in the constitution of the firm after or prior to the award of Contract, and if prior approval is not obtained, the Contract shall have been deemed to have been assigned and the Owner reserves the right to determine the Contract and the same consequences shall follow, as if the Contract was determined due to the Contractor's default.

## TAXES, DUTIES, INDEMNITIES AND GURARANTEES

### 70.0 TAXES AND DUTIES

- 70.1 The Contract Price shall be exclusive of Labour Cess but inclusive of GST and all other Taxes, Duties, Levies, Cesses, Charges of any nature and by whatever name called. Owner shall be entitled to deduct taxes at source (TDS) in accordance with applicable laws from all payments made to the Contractor and necessary TDS certificates shall be issued as per the provisions of law in force or applicable in future to the Contractor for such tax deductions. Any such withholding of tax by the Owner shall have no effect on the rates and prices for the Works and prices shall not be liable to increase because of withholding of tax. The Contractor undertakes to mention Tax /GST separately in all invoices submitted for payment to the Owner.

The contractor agrees to do all things, including providing invoices or other documentation in such form and details may be necessary to enable or assist the owner to claim or verify input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply made under this Agreement as per provisions of the law in force at the time.

In case any credit, refund or other benefit is denied or delayed to the Owner due to any non-compliance by the contractor such as failure to upload the details of the sale on the GSTN portal, failure to pay to the Government in time or due to non-furnishing or furnishing of incorrect or incomplete documents by the contractor, the contractor would reimburse the loss to the Owner including, but not limited to, the tax loss, interest and penalty.

- 70.2 In the event of any increase or decrease of aforesaid from the date of issue of Letter Of Intent / Award Of Works, except income tax payable by the Contractor, imposition of fresh



taxes or levies or cesses by the State or the Central Government during the execution of the work shall be paid extra/ adjusted based on acceptable documentary evidence(s) produced by the Contractor. Any fines, interest, penalty imposed because of delay in payment of Taxes shall be borne by the Contractor.

## **71.0 INDEMNITIES**

- 71.1 If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the Owner for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or failure to pay taxes in accordance with applicable laws or damage or injury (including any damage or injury to property) caused by alleged omission or negligence on the part of the Contractor, by his agents, representatives or his Sub Contractors or in connection with any claim based on demands of Sub-Contractors workers, suppliers or employers, the Contractor, shall in such cases indemnify and keep indemnified and hold harmless the Owner, the Engineer, and all persons who may be associated with or connected with the Owner or the Engineer from all losses, damages, expenses or decrees arising out of such action and reimburse all legal costs incurred by the Owner, the Engineer, and all persons who may be associated with or connected with the Owner or the Engineer to defend themselves.
- 71.2 If the Owner is entitled to be indemnified under the Contract in respect of any claim made against it, it shall notify the Contractor. The Contractor may, at its own expense, conduct all negotiations for the settlement of the same and any litigation that may arise in relation thereto, subject to the Contractor indemnifying the Owner in respect of any losses, costs, damages that the Owner may have already incurred or may incur in respect of such claim. Notwithstanding the foregoing, if the defendants in any litigation include both the Owner and the Contractor, and the Owner is of the opinion that there may be legal defences available to it which are different from or additional to those available to the Contractor, the Owner shall have the right to select separate counsel to assert such legal defences and to otherwise participate in any proceedings.

## **72.0 ELECTRICITY**

Electricity will be provided at one point on each floor free of cost. However further distribution will be done by contractor at its own cost.

## **73.0 WATER SUPPLY**

Water will be provided at one point on each floor free of cost by Owner. However further distribution will be done by contractor at its own cost.



## 74.0 USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portion of the work, notwithstanding the time for completing the entire work may not have expired but taking such possession and use shall not be deemed acceptance of any work completed in accordance with the terms of this Contract. However during the use of such completed / partially completed Works by the Owner, the Contractor shall be suitably compensated in case of any wear and tear / damage.

## 75.0 FORCE MAJEURE

75.1 Force Majeure is defined as events or circumstance or combination of events and circumstances including but not limited to those stated below that materially and adversely, wholly or partly prevents or unavoidably delays the party claiming such Force Majeure ("Affected Party") in the performance of its obligations under Contract but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party, are not the fault of the Affected Party and could not have been avoided or remedied by the Affected Party through the exercise of reasonable skill or care.

Events of Force Majeure shall include the following acts, events and circumstances to the extent that such or their consequences satisfy the above requirements:

- (a) war, hostilities (whether declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, riot, industry wide strikes and labour disturbances having a nationwide impact or industry wide strikes and labour disturbances caused in whole or part by another event of Force Majeure (excluding any strikes or lockouts which are attributable to the Contractor or any Sub-Contractors or any person for whom the foregoing are responsible);
- (c) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the use of any explosives by the Contractor or any Sub-Contractor or any person for whom the Contractor is responsible;
- (d) acts of God, including lightning, drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, floods, cyclone, typhoon, tornado or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100)



- years; or
- (e) expropriation or compulsory acquisition by any governmental instrumentality of any material assets or rights of the Owner;
  - (f) any other unlawful, unreasonable or discriminatory action on the part of a government instrumentality which is directed against the Affected Party, (excluding actions that constitute remedies or sanctions lawfully exercised as a result of breach by the Affected Party of any applicable Law which is neither expropriatory nor discriminatory in nature).

The Contractor acknowledges that Force Majeure shall not include any unavailability or any late delivery (except and to the extent caused by any event of Force Majeure) of materials, equipments or tools, or changes in cost of the plant, machinery, equipment or materials for the Works or any insufficiency or lack of funds or any economic hardships or any change in applicable laws. Further, the Contractor shall not be relieved from its obligations under the Contract to the extent that any negligence or willful misconduct of the Contractor, any Sub-Contractor or any other person for whom the Contractor is responsible contributes to or aggravates the impact of the event of Force Majeure. An event of Force Majeure shall not excuse either Party from its payment obligations under the Contract.

75.2 The Affected Party shall give a notice within a period of 15 days from the date of occurrence of Force Majeure indicating its cause which it is likely to last or affect execution and the period for which it is likely to last or affect execution. The Contractor, in case it is the Affected Party, shall use its reasonable efforts to mitigate or limit any damage to or delay in the performance of the Works on account of the occurrence of the event of Force Majeure and to mitigate and overcome the effects of the same as soon as practicable and shall cooperate with the Owner to develop and implement a plan of remedial and reasonable alternative measures to mitigate the effects of the Force Majeure event.

75.3 The sole remedy available to the Contractor, in the event of Force Majeure, shall be to extension of time for completion of the Works by a period to be determined by the Owner in his sole discretion. No other remedy shall be available to the Contractor against the Owner. Further, where any performance of the Contractor's obligations under the Contract is affected in part by an event of Force Majeure, then after the application of insurance proceeds to remedy the effect of such event, the Contractor shall not be relieved of the performance of that part of its obligations hereunder which is not adversely affected.

## 76.0 TECHNICAL EXAMINATION /AUDIT



76.1 The Owner reserves the right to have the work inspected at any time by any person, specialist, engineer, quantity surveyor, officer or auditor, nominated by the Owner/ Engineer who shall be empowered to check the records, estimates, structural designs (prepared by the Contractor), variations, rates, measurements, interim and final bills and the quality of work and materials. Such inspections and observations by the nominated person or persons or firm shall not absolve the Contractor and his Sub-Contractors of their own responsibility of supervisions, quality and specifications of materials and workmanship, structural soundness, safety and other provisions, under the Contract. The Contractor shall give all facilities to the nominated person(s) to carry out their work.

76.2 The Contractor agrees to be subjected to a Third Party Audit at Site. The Third Party Auditor will be auditing the quality, quantity, safety and statutory compliances at Site. If the Third Party Auditor comes across any non-compliance, then on his recommendation the Engineer shall have the authority to suspend partly or fully the execution of Works till such non-compliances are remedied by the Contractor. Any such suspension of Works, shall not cast any liability or costs on the Owner in any manner whatsoever. The Contractor shall also not be entitled to any compensation for the suspension of Works for this purpose.

## 77.0 ENVIRONMENT PROTECTION:

77.1 The Contractor shall take all reasonable steps to protect the Environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor and his Sub-Contractors shall abide at all times, with all existing enactments on environmental protection and rules made there under, regulations, notifications, and bye-laws of the State or Central Government or Local Authorities and any other law, bye-laws, regulations that may be made air emissions, surface discharges and effluents from the Contractor's activities do not exceed the values prescribed by the applicable laws. The Contractor shall submit on a monthly basis a Certificate of Compliance for Health, Safety and Environment as given in Appendix "M".

77.2 Within one week of the Commencement date, the Contractor shall submit to the Engineer, a detailed and comprehensive applicable in this regard in future. He shall ensure that Site Environment Plan, complying with his obligations in relation to environment including but not limited to all statutory and regulatory requirements.

## 78.0 INDUCEMENT AND COLLUSION

The Owner shall be entitled to terminate the Contract and recover from the Contractor, the



amount of any loss resulting in such termination in the event of any of the following:

- a) If the Contractor shall have offered or given to any person or any personnel of the Owner, directly or indirectly involved with the Contract or any other contract of the Owner, any gift or consideration of any kind as an inducement or reward for doing, or for forbearing from doing any action in relation to obtaining, or in the execution of this Contract or any other contract with the Owner.
- b) If any of the acts stated in para (a) above, Shall have been done by any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor.
- c) If the Contractor shall have entered into any agreement with another Contractor(s) whereby an agreed quotation or estimate shall be offered as a Tender to the Owner by such Contractor(s).

## 79.0 **CONFIDENTIAL INFORMATION OR CONFIDENTIALITY**

Confidential Information or Confidentiality means and includes the terms and conditions of this Contract and other documents & data received in relation thereto and/ or the Works, all information, particulars of the Works, business policies or practices, customers, potential customers or suppliers of information, trade secrets, technology, technical or commercial information, whether oral, written, visual, tangible, intangible, whether in electronic or printed form or otherwise, made by (or on behalf of) the Owner or obtained directly or indirectly by the Contractor from the Owner or Owner's affiliates/ representatives, or that which is generated, supplied, accessed or otherwise received by the Contractor under this Contract. Confidential Information shall exclude:

- a) already known to Contractor at the time it is disclosed, or that
- b) has become publicly known through no wrongful act of Contractor;
- c) has been rightfully received from a third party without restriction on disclosure and without breach of this Contract;
- d) has been independently developed by Contractor;
- e) has been approved in writing for release by Owner prior to disclosure;
- f) required to be disclosed pursuant to requirements of a governmental agency or disclosure required by operation of law, provided that Contractor shall give the Owner reasonable advance notice prior to such disclosure and undertakes to contest such requirement of disclosure.

## 80.0 **FULL EFFECT TO THE CONTRACT PROVISIONS:**

In order to give full effect to the provisions of this Contract, the Contractor hereby agrees to



waive all his rights, in the interest of smooth execution of works, in so far as they are inconsistent with, or contradictory to the provisions of the Contract, which the Contractor, but this provision, would otherwise be entitled to, under any regulation(s), Legislation(s)/ Statute(s).

## **81.0 LAWS GOVERNING THE CONTRACT:**

The Contract shall be governed by the Indian Laws for the time being in force.

## **ARBITRATION**

### **82.0 ARBITRATION**

82.1 All or any disputes arising out of, connected with, touching upon, concerning or in relation to the terms of this Contract, including the interpretation and validity of the Contract, in relation to work or any term(s) hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions co-operation and consultation in first place.

82.2 Failing the amicable settlement of disputes, as aforesaid, by mutual discussions, the same shall be resolved through Arbitration, which shall be the only mode of resolution of disputes, as aforesaid. The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The Parties have agreed that the Arbitration proceedings shall be held at an appropriate location as may be decided by the Owner. The Arbitration proceedings shall be conducted by a Sole Arbitrator who shall be appointed by the Owner and whose decision shall be final and binding upon the Parties. The Contractor hereby confirm(s) that he shall have no objection to such appointment even if the person so appointed as the Sole Arbitrator by the Owner is an advocate or employee/personnel of the Owner not connected with the Contract/ Works or is otherwise connected with the Owner and the Contractor agrees and confirms that notwithstanding such relationship or connection he shall not raise any dispute at the time of the Arbitration Proceedings as to the independence or impartiality of the Arbitrator appointed by the Owner. The Arbitration Proceedings shall be conducted in English Language only and the place of arbitration shall be [New Delhi]. Costs of Arbitration shall be shared equally between the Parties.

82.3 Subject to Clauses 82.1 and 82.2, the Courts in Delhi alone and the High Court of Delhi at New Delhi alone shall have jurisdiction concerning all matters in terms of the Contract



including the Arbitration Proceedings.

- 82.4 Performance under the Agreement shall continue unabated during Arbitration Proceedings and no payment due or payable by one party to the other shall be withheld unless any such payment is or forms as part of the subject matter of the Arbitration Proceedings.
- 82.5 The party invoking arbitration shall specify the disputes to be referred to Arbitration under this clause together with the amounts claimed or any other remedy demanded in respect of each such dispute.
- 82.6 The Arbitral Proceedings in respect of particular dispute shall commence on the date on which a request for reference of that dispute for arbitration is received by the other side.
- 82.7 The Arbitrator shall give his award separately on each individual item in dispute. The Arbitrator shall also give reasons for arriving at the conclusion separately for each item in dispute.
- 82.8 The Award of the Arbitrator shall be final, conclusive and binding on both the parties to this Contract.

### **83.0 NOMINATED SUB-CONTRACTORS**

In this Contract, "Nominated Sub-Contractor" means a Sub-Contractor:

- a. who is stated in the Contract as being a Nominated Sub-Contractor, or
- b. whom the Owner/Owner's Representative, instructs the Contractor to employ as a Sub-Contractor for executing "Selected Subcontract Works" against which a Provisional Sum is mentioned in the Contract.

Notwithstanding the nomination and appointment thereof, Contractor shall be responsible for all obligations under the Contract and shall be responsible for the acts, defaults and neglects of any such nominated Sub-Contractor(s), his/their agents, servants or workmen as fully as if they were acts, defaults or neglects of the Contractor himself.

### **84.0 SEVERABILITY**

If for any reason whatsoever any provision of this Contract is or becomes invalid, illegal, or unenforceable, or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal, or unenforceable, then the validity, legality, or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable, or illegal provisions, as nearly as is practicable.





**85.0****SURVIVAL**

Termination of this Contract

(a) shall not relieve the Contractor of any obligations already incurred hereunder which survives Termination hereof, and

(b) except as otherwise provided in any provision of this Contract expressly limiting the liability of the contractor, shall not relieve the contractor of any obligations or liabilities for loss or damage to the Owner arising out of or caused by acts or omissions of such Party prior to Termination.





NAME OF PROJECT: SITC OF FIRE ALARM WORK IN PHASE 1 OF THE AMARYLLIS AT KAROL BAGH,  
NEW DELHI

ANNEXURE III

S. No.	Description of Item	SITC Amount
1	INTELLIGENT ADDRESSABLE FIRE ALARM SYSTEM	8043074
2	PUBLIC ADDRESS SYSTEM	1714726
3	CABLES & ACCESSORIES	3080000
	TOTAL	12837800
	Grand Total	1,28,37,800.00



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	<b>Grand Total</b>	<b>1,28,37,800.00</b>



S. No.	Description	Unit	Total Qty	Unit Rate (Rs.)	Total Amount (Rs.)	Model NO
14.0	LED technology Exit Signage cum Emergency light with Function use either as an emergency luminaire or exit sign; Testing system - Stand Alone; Housing - Polycarbonate, Glow wire test : 850°C, RAL9003; Type of mounting - Ceiling & wall mounted, Degree of protection - IP42; Operation Mode - Non Maintained or Maintained; Connection voltage - 230V +/- 5% [220V-240V] 50-60Hz; Battery - Ni-Cd; Light source - LED strip; Duration - 3 hours; Viewing distance - 20m etc. complete as per specification and to the satisfaction of Engineer in Charge.					
14.1	Single Sided : Wall mounted with Legends & complete accessories etc. complete as per specification and to the satisfaction of Engineer in Charge.	Nos	186.00	2700	502200.00	EATON
14.2	Double Sided : Ceiling mounted with Legends & complete accessories etc. complete as per specification and to the satisfaction of Engineer in Charge.	Nos	R/O	6750	R/o	EATON
	<b>TOTAL A</b>				<b>8043074.00</b>	
<b>B</b>	<b>PUBLIC ADDRESS SYSTEM</b>					
	Supply, installation, testing and commissioning of					
1.0	Digital Audio Amplifier capable of processing One of 8 audio channels and total of 100 W at 70.7 VRMS output along with necessary enclosures. The Digital Audio Amplifier shall be fully monitored for fault and alarm reporting. The proposed Digital Audio Amplifiers shall (be Wall/Panel Mounted) not be rail mounted / dependant on Fire Panel CPU for operation. Failure of Fire Panel CPU shall not result in failure of Amplifier operation etc. complete as per specification and to the satisfaction of Engineer in Charge.	No	12.00	73134.00	877608.00	DS-AMPE + DS-XF70V
2.0	High power amplifier 100V speaker output with LED status indicator and speaker output short circuit protection etc. complete as per specification and to the satisfaction of Engineer in Charge.	No	1.00	118480.00	118480.00	HN-A480 + HN-A480
3.0	15W Multi-Tap (15W; 7.5W), Wall Mount Loud Speakers Amplifiers. They shall be compatible with supplied Amplifiers etc. complete as per specification and to the satisfaction of Engineer in Charge.	No	51.00	2788.00	142188.00	L-PHP15A
4.0	2W Multi-Tap (0.25W; 0.5W; 1W; 2W), Ceiling Mount Speakers. The speakers shall be of same make as that of the Control Panel & Amplifiers. They shall be compatible with supplied Amplifiers and shall work on 70.7Vrms etc. complete as per specification and to the satisfaction of Engineer in Charge.	No	549.00	1050.00	576450.00	NF-SP100CI/UL
	<b>TOTAL B</b>				<b>1714726.00</b>	
<b>C</b>	<b>CABLES &amp; ACCESSORIES</b>					
1.0	Supply & Fixing of 2 core 1.5 sq.mm, multi strand, copper conductor, FRLS (Fire Retardent Low Smoke)-PVC insulated GI Screened Armoured cable with saddle and required accessories.& Power Cable etc. complete as per specification and to the satisfaction of Engineer in Charge.	Meter	40000.00	77.00	3080000.00	HAVELS/ BONTON
2.0	Providing and fixing in position in recess or on surface the following sizes of MS conduits including cost of cutting and filling chases & providing all accessories as required junction boxes with metallic covers complete as required etc. complete as per specification and to the satisfaction of Engineer in Charge.					
2.1	25mm dia conduit	Meter	R/O	130.50	RO	BEC/AKG
	<b>TOTAL C</b>				<b>3080000</b>	
	<b>Grand Total</b>				<b>12837800.00</b>	





S. No.	Description	Unit	Total Qty	Unit Rate (Rs.)	Total Amount (Rs.)	Model NO
<b>A</b>	<b>INTELLIGENT ADDRESSABLE FIRE ALARM SYSTEM</b>					
<b>1</b>	<b>Supply, Installation, Testing and Commissioning of</b>					
1.0	Microprocessor based Multi-loop, True Peer-to-Peer Networkable Addressable Fire Alarm Control Panel with minimum 600 characters LCD display, 4000 event plus 1000 alarm log history events, QWERTY keypad for programming. The panel should be equipped with sufficient numbers of loops considering 20% spare capacity in each loop. Each loop shall have a capacity of minimum 300 analog addressable devices. The panel shall work in degrade mode in case of CPU failure, Products not having this feature may offer Redundant CPU. Four access levels, flash EPROM, 240 volts AC power supply, automatic battery charger, 24 volts sealed lead acid batteries sufficient for 24 hours normal working and 30 mins in alarm condition. The panel shall be complete with Integrated 8 channel Digital Voice Evacuation System Controller capable of broadcasting Evacuation Messages on same peer-to-peer Network and 2 ways Communication Fire Fighters System capable of supervising all the speaker circuits with adequate zone control and accessories. The system shall be equipped with necessary Digital Audio Amplifier capable of processing one of 8 audio channels and amplifiers as per the speakers requirement at 70.7 VRMS output along with necessary enclosures. The DAA shall be fully monitored for fault and alarm reporting. The proposed Digital Amplifiers shall not be rail mounted / dependant on Fire Panel CPU for operation. Failure of Fire Panel CPU shall not result in failure of Amplifier operation. The Digital Amplifier Loop shall have N+1 Redundancy concept to avoid chances of failure. The Fire Fighters Telephone System shall be capable of having minimum 35 Telephones on conference. The complete systems should be in accordance of norms as laid by governing body and as per manufacturers guideline and to the complete satisfaction of Engineer in Charge.	Nos.	1.00	500000.00	500000.00	NFS2-3030+DVC
1.1	8 Loop Panel	Nos.	4.00	165000.00	660000.00	NFS2-3030
1.2	2 Loop Panel					
2.0	Active repeater panel with function keys like Reset, Alarm Acknowledge, Alarm Silence, Trouble Acknowledge on panel itself etc. as per specification and to the satisfaction of Engineer in Charge.	Nos.	R/O	106765.00	RO	NCA-2
3.0	Addressable 2 wire optical smoke detector with sensitivity range of 0.5 to 4.0% obs/ft. detector shall have twin bi-colour LED that covers 360Deg, Drift compensation, Removable detector chamber, with operating temperature of 0°C to 50°C, Addressing shall be with user friendly rotary decimal switches. Designed to meet UL268, 7th Edition etc. as per specification and to the satisfaction of Engineer in Charge.	Nos.	80.00	2265.00	181200.00	FSP/951 +B501/WHITE
4.0	Addressable 2 wire optical Multisensor (smoke cum heat) detector with sensitivity range of 0.5 to 4.0% obs/ft. detector shall have twin bi-colour LED that covers 360Deg with intensity that can handle upto 5000 Lux, Discreet design for incorporation into any décor, Common mounting base, Drift compensation, Chamber monitoring by panel, option to connect remote indicator. Addressing shall be with user friendly rotary decimal switches. Designed to meet UL268, 7th Edition etc. as per specification and to the satisfaction of Engineer in Charge.	Nos	1472.00	2334.00	3435648.00	FSP/951T + B501/WHITE
5.0	Addressable 2 wire break glass / resettable manual call point, the device shall have LED which shall blink in normal state & get steady on activation to monitor the health status of the device. Wall mounting, resettable key option with back box. Addressing shall be with user friendly rotary decimal switches etc. complete as per specification and to the satisfaction of Engineer in Charge.	Nos	234.00	1900.00	444600.00	F/MCP/GLASS
6.0	Remote Indicator (RI) High visibility LED, Wide viewing angle for increased visibility, Discreet design for incorporation in to any décor. RI should be of same make as detectors & devices etc. complete as per specification and to the satisfaction of Engineer in Charge.	Nos	36.00	100.00	3600.00	AGNI
7.0	Addressable Sounder cum strobe, with rated at 75 dBA @ 3m for Audible annunciation and 75cd flashintg at 1 Hz for visual indication etc. Complete as per specification and to the satisfaction of Engineer in Charge.	Nos	234.00	1900.00	444600.00	SYS/HS
8.0	Addressable 2 Wire monitor module,, capable of monitoring NO contacts. Option to choose operation mode as supervision of 20Sec or activation immediate to connect NO/NC contacts such as pressure switch, flow switches, fire pump contacts etc. Addressing shall be with user friendly rotary decimal switches etc. complete as per specification and to the satisfaction of Engineer in Charge.	Nos	28.00	2009.00	56252.00	FMM/1
9.0	Addressable Control Module for Sounders / Strobes / Sounder cum Strobes. The control module shall provide supervised NAC output rated at 24v DC, 2A. The device shall have an LED which shall blink in normal state & get steady on activation to monitor the health status of the device. Addressing shall be with user friendly rotary decimal switches etc. complete as per specification and to the satisfaction of Engineer in Charge.	Nos	234.00	2393.00	559962.00	FCM/1
10.0	Addressable Relay Module for AHU, Access Control, Lifts, Staircase Pressurization, Fire Suppression & other Third Party Outputs. The relay module shall provide DPDT contact rated at 24v DC, 2A. The device shall have an LED which shall blink in normal state & get steady on activation to monitor the health status of the device. Addressing shall be with user friendly rotary decimal switches etc. complete as per specification and to the satisfaction of Engineer in Charge.	Nos	250.00	2393.00	598250.00	FRM/1
11.0	Standalone 2 way communication Fire Fighter's Handset complete with all accessories as per specifications.	Nos	15.00	9460.00	141900.00	FHS
12.0	Addressable Fire Fighter's Telephone Jack with suitable module for two way communication between Remote Fire Fighter & Fire Command Center etc. complete as per specification and to the satisfaction of Engineer in Charge.	Nos	234.00	1243.00	290862.00	FPJ
13.0	Addressable Isolator Module for Isolating short / dewired / loose circuits with automatic resetting arrangement. Isolator Base can also be proposed, however in that case needs to be considered with each detector & module. The device shall have an LED which shall blink in normal state & get steady on activation to monitor the health status of the device. Addressing shall be with user friendly rotary decimal switches. Module shall be supplied with mounting plate from OEM for ease of installation & maintenance etc. complete as per specification and to the satisfaction of Engineer in Charge.	Nos	112.00	2000.00	224000.00	ISO/X

