

TENDER

FOR

FIRE FIGHTING

WORKS

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PART – I : Offer Letter from Tenderer

(To be filled in by the Tenderer)

To,

Mr. _____
Head of Department
Adani Electricity Mumbai Limited
Near MTNL Bldg., Devidas Lane,
Borivali (W), Mumbai – 400 103.

Sub: Adani Electricity Mumbai Limited – Fire Fighting works at MIDC E4-1 building and other allied works.

This is in response to your offer DT. _____

1. **Site Inspection**

- a. We have inspected the project site and clearly understood the scope of work and specification. It is clearly understood that the site will be made available to us for the scope on 'as is where is basis'. We have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the tender
- b. In our scope we have considered arranging and maintaining at our own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. All demolition works, preparation of surface etc if required to be carried out at site for fulfillment of the scope of this tender has been included in our quoted rates.

2. **Acceptance of Terms**

- a. We have carefully studied the following documents and all the details of deliverables, Terms & conditions and the same are acceptable to us.
- b. We are sending you below mentioned documents (at the above address), duly signed by the Authorized signatory as token of acceptance of the same.

List of signed copies of the annexure attached:

Annexure - A Bill of quantities for works not included in the scope of works

Annexure - B Terms & Conditions of Contract

Annexure - C scope of works, terms and conditions specifications for the Project

Annexure - D List of General notes & Drawings

Annexure - E List of Items / samples and specifications to be approved by EIC

Annexure - F Special Conditions of Contract

3. **Price:**

The Vendor has to quote on item wise basis.

1) Package (Fire Fighting works) –

BOQ - Rs. ----- /-

Taxes : GST: Rs. ----- /-

Package cost : Rs. ----- /-

4. Quoted Rates to include:

The quoted rate shall be all inclusive and cover the cost of material including wastage, freight, all types of taxes, duties, royalties, erection, construction, testing of materials, samples brought for approval, tools and tackles, plant and equipments, supply of labors, core cutting, shifting of main cable, electrical panel, temporary lighting, local statutory liaison supervision, overheads, profit and any other expenditure incurred for completion of work as per drawings, specifications and to the satisfaction of Employer/EIC.

The rates quoted shall be valid for working at all heights, depths and on all floor levels. No extra payment shall be made for scaffolding, staging, ladders, etc., for transportation of men and material at higher or lower levels.

The rates have been quoted based on the assumption that drawings, general and technical specifications, description of work are complimentary to each other. Any work specified in the general specifications or Description of work but not included in the drawing shall be executed without any extra cost. The work specified in the drawing but not explicitly mentioned in the scope and general specifications shall also be executed without any extra cost.

5. Work Period

The work shall be completed within **90 days** from the receipt of the work order.

6. Quality

We accept that in matter concerning the quality the decision of the Engineer in Charge shall be final and binding. In case of any difference of opinion we will be given one chance to appeal to his immediate senior colleague, and his decision will be final and not open for any further discussion.

7. Project Team

For the captioned project the single point of contact from our organization will be Ms./Mr.

_____ and following persons shall be responsible for implementation of the project :-

	<u>Name</u>	<u>Designation</u>	<u>Mobile No.</u>
a.	Head of Project Team	_____	_____
b.	Project Manager	_____	_____
c.	Site Engineer	_____	_____
d.	Quality Control In charge	_____	_____

8. Consultants

	<u>Name of Consultants</u>	<u>Name of Person</u>	<u>Mobile No.</u>
a. Fire Fighting Consultant	_____	_____	_____

9. Our registration numbers

a. We are / are not existing vendor of Adani Electricity Mumbai Limited. and our vendor code No. is _____ (if existing).

b. Our PF & ESIC Numbers are :-

PF No. : _____

ESIC No. : _____

10. Details for Commercial transaction

Company Name : _____

Bank Name & Branch : _____

Bank Account No. : _____

PAN No. : _____

Service Tax No. : _____

C.S.T. No. : _____

W.C.T. No. : _____

11. Safety

We confirm that we will be solely responsible for safe working conditions at site and shall take all safety measures to protect men, material, machine and property etc. and will not damage any living or living element through any unsafe act.

12. Legal Compliance

During the execution of the project, we will ensure that all the Laws of Land pertaining to execution of contract (excluding permission from local authorities) is adhered and we accept the total responsibility.

For _____
(Name of the Company)

Date: _____

Place: _____

Authorized Signatory

Name : _____

Designation : _____

Mobile No : _____

PART – II

CONDITIONS OF CONTRACT

1. Definition , project Site & Scope :

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- a. **ENGINEER IN-CHARGE (EIC)**, shall be the person for the time being or from time to time duly appointed by the Employer to supervise the work under the contract on his behalf.
- b. **Employer /Client / Owner** shall mean Adani Electricity Mumbai Limited
- c. **CONTRACTOR** shall mean the successful renderer / vendor to whom the contract has been awarded.
- d. **SUB-CONTRACTOR** shall mean the person named in the contract for any part of the work or any person to whom any part at the contract has been sublet with the consent in writing by the engineer and the legal representatives, successors and assigns of the person.
- e. **CONTRACT**, shall mean and include the general condition, special condition, technical specifications, drawings, priced bill of quantities, schedule of rates and prices, if any, tender, Company's letter of intent, the contract agreement and any documents specifically indicated in the contract agreement.
- f. **SITE**, shall mean the actual place in over or under which work is to be done by the vendor.
- g. **CONTRACT PRICE** shall mean the sum referred to in the formal agreement, if any or the work order.

2.A Type of Contract:

The contract is based on:

- i) **Item Rate** : Measured and paid based on actual quantity executed as per provisions of the contract.

2.B 6.o PRIORITY OF DOCUMENTS -

The documents forming the Contract are to be taken as mutually explanatory of one another. The priority of the documents for the purpose of interpretation and under conflicting provisions shall be in accordance with the following sequence:

- (a) Contract Agreement
- (b) Schedule of quantities
- (c) Special Conditions of Contracts;
- (d) Technical Specifications
- (e) Drawings
- (f) General Conditions of Contacts;
- (g) Design Basis Report;

If there is an ambiguity or discrepancy in the documents, the EIC shall issue necessary clarifications or instructions to the Contractor

3. Co-Ordinator & Engineer-In-Charge (EIC):

Sh Himanshu Awati will be the local coordinator from Admin deptt & **Sh. Suraj Katoch** will be the Engineer-in-Charge for the project from Real Estate Deptt.

4. Price:

The price will remain firm till the entire duration of the project i.e. till handing over the site to the Employer.

The Employer may omit a part of the work or an item in the contract or an entire area at its sole discretion. No claim in this regard shall be entertained.

5. Tax Liability:

- a) The Contract Value for the Work / Works / Supplies to be undertaken by the Contractor under this Contract / Agreement, shall be inclusive of all applicable taxes including WCT, all duties, levies & statutory liabilities.
- b) The contractor shall abide by all the necessary law viz., the Provident Fund Act, Minimum Wages Act, the Payment of Wages Act, ESIC, Bonus Act, Indian Contract Act, Sales Tax Act and all such other acts which may be applicable from time to time. The Employer shall be neither liable nor responsible for collection and /or payment of any such taxes, duties, fines, penalties etc that are due and payable by the contractor under the local, state and /or central laws, rules and regulations as may be prevalent from time to time. In the event the Employer is required to make any such payment including any imposed fines, penalties etc due to contractor's failure, the same shall be recovered from payments due to the contractor.
- c) All and any taxes, duties and levies (including but not restricted to Excise duty, Work Contract Tax and Sales Tax) related to or chargeable, as regards the Work / Works / Supplies to be undertaken by the Contractor under this Contract shall be the sole responsibility of the Contractor for payment and for all procedural compliance.
- d) The Contractor / Vendor shall be solely responsible for all and any proceedings, demands, penalties and other actions, related to the Work / Works / Supplies undertaken, which is liable to any taxes, duties, levies & Statutory liabilities.
- e) The Contractor / Vendor shall be responsible for furnishing acceptable proof of the payment of any such applicable taxes, levies, duties & liabilities to the Owner / Engineer-in-charge.
- f) In the event of any demand or proceedings against the Owner on account of any omission or failure on part of the Contractor / Vendor to pay the applicable taxes or comply with the prescribed procedure, the Contractor shall indemnify the Owner, as to any amount paid, loss suffered or expense incurred (including legal expense), as a consequence of such demand or proceedings.

6. Work Completion Period:

The work shall be completed within **90** from the receipt of the work order.

7. Force Majeure:

Neither party shall be held responsible by the other for breach of any condition of this Contract due to any 'Act of God', 'Act of State', strike, lockout, or any other reasons beyond the control of the parties and any breach of clause arising from such Force Majeure Conditions as aforesaid shall not be regarded as a breach of the provision of this contract.

8. Work To Be Executed In Accordance With Specifications, Drawings, Orders, etc. :

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and written instructions of Engineer in charge in writing in respect of the work signed by the Engineer-in-Charge.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction

9. Warranty & Defect Liability Period:

Contractor warrants that the Works or any part thereof shall be –

- a. Free from defects and deficiencies.
- b. Of the quality as specified in the in the Technical Specifications or applicable standards (if no quality is specified) and;
- c. Conform to and comply with in all respects to the terms of this Contract.
- d. Free from any liens or any other encumbrances.

The contractor shall be responsible for the rectification of defects in the works for a period twelve months from the date of taking over of the works by the Employer. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by the Employer at the cost and expense of the contractor.

The same shall also include free service of all works including electrical, plumbing, civil (including filling of cracks in walls & ceilings and repainting as per instructions of Engineer-in-charge), carpentry, interior fit out and periodical servicing of Air Conditioning machines, Access Control, fire detection system during warranty period.

10. Measurement:

The contractor shall give, not less than 7 days notice to the Engineer-in-Charge or his authorised representative in-charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the

same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

It is also a term of this contract that recording/ checking of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till Completion of the defects liability period.

The guidelines to be followed for measurement for item rate shall be as under

i) Item Rate (BOQ items) -

Unless specifically mentioned elsewhere, the work shall be measured for payment as per the provisions of IS 1200.

The Contractor shall submit Interim Bills with detailed joint measurements to the Engineer in Charge, in a format agreed with the Engineer in Charge. The Bills so submitted shall be supported by detailed measurement sheets for the work carried out and by reconciliation statements for the consumption of owner supplied materials if any. Measurements shall be in accordance with the approved drawings and as per the joint measurement records.

11. Material Ordering:

The Employer reserves the right to directly place order for any items of work / materials with other vendors. The actual cost of the same shall be adjusted from the contractor's bills.

Third party material supply challans along with basic price details shall be submitted along with the RA/final bills by the principal vendor. The **Material Delivery Schedule** to be submitted within a week after Kick-off of the project. Any **deviation** from the stated schedule to be submitted to EIC, if any, as and when it arises.

12. Approved list/make of materials:

- a. All materials to be used should in the work be as per the makes mentioned in the contract documents.
- b. The contractor shall, at his own expense , supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply with contract specifications. The Engineer-in-Charge shall within seven working days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.
- c. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same

without being answerable or accountable for any loss or damage that may happen or arise to such materials.

- d. The Engineer-in-Charge reserves the right to select the material from the approved lists.
- e. In case of unavailability of materials from the approved list, use of materials of equivalent make may be allowed subject to contractor furnishing all the details, test reports etc. proving the suitability of materials. The cost of tests etc required for the same shall be borne by the Contractor..

12. Water and Electricity:

- a) The contractor has to arrange for potable water for the work and his workmen at his own cost.
- b) If available, Electricity for fit-out works may be supplied by Owner at one point Further distribution including cost of cables, distribution boards, consumables (flood lights, lamps), etc. shall be to the Contractors account & the rates shall be inclusive of the same.

13. Payment Terms & submission of Bills:

Payment shall be made within **60 days** from the date of certification of the bill as per the milestones and notes mentioned in the schedule of this contract.

TDS as applicable shall be deducted from the bill as per extant rules.

All interim payments shall be regarded as payment by way of advances against final payment only and not as payments for work actually done and completed and/or accepted by the Employer and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim.

Any certificate given by the Employer relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Employer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

The Contractor shall submit the Final Bill complete with requisite details, measurement sheets, test reports etc as applicable within 90 days of completion of the work.

The Employer shall certify admissible payment within thirty days of the date of receipt of final bill and documents etc as applicable complete in all respects.

Payment against final bill shall be made within sixty days of certification.

14. Retention:

5% of total payment shall be kept as Retention from each payment made to the contractor. The said amount shall be released upon successful completion of defect liability period.

15. Contractual Obligations:

The contractor shall follow the general notes and shall obtain approvals for all the drawings, details and specifications for all the items of works. Samples, mock-up of works shall be approved by Employer before commencement of the works. The following contractual obligations are to be met by the contractor during execution of the project.

a) Site Meetings:

A senior representative of the Contractor shall attend meetings at works site as arranged by Engineer-in-charge to discuss the progress of work and sort out problems if any and ensure that the work is completed in stipulated time and as per requirement. He shall also prepare the minutes of each meeting and ensure compliance.

b) Site Supervision & Control:

The Contractor shall appoint at his own cost, competent, responsible and qualified technical staff at site for day to day management of the work at the site. The contractor shall submit the details and bio data of such persons for the approval of Engineer- in - charge. Instructions given to such technical representative/s shall be deemed to have the same force as if these have been given to the contractor. Further if the contractor fails to appoint suitable technical representative and / or if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is / are appointed and the contractor shall be held responsible for the delay so caused to the work

The Contractor shall ensure the following at the site :

- i] Strict discipline at site to be maintained during the tenure of the contract. Any misbehavior / misuse of the Owner's property or facilities shall be treated as an offence liable for termination of contract, legal proceedings or any other suitable measures at the discretion of the owner.
- ii] The control / supervision of the material brought by contractor as well as the material supplied by owner, lies with the contractor till the completion and handing over is completed. The owner shall not be responsible for any damage/loss of material during the tenure of the project.
- iii] The contractor shall maintain good housekeeping at the project site. The contractor shall organize for **immediate disposal** of all scrap / waste material or debris etc, by transportation. In case the owner finds any negligence / delay in disposal of waste material or debris, the owner shall arrange the same by another agency at the contractor's risk and cost. The relevant amount shall be debited to contractor's account or the contractor shall arrange for direct payment to agency disposing the waste/debris.
- iv] The contractor shall organize all the work by skilled and experienced workmen with necessary background of carrying out such specialized and skilled job to match the total aesthetics and décor of the premises.
- v] The work should be performed in a planned manner so as to meet the schedule.
- vi] Work shall be carried out even on Sundays and holidays with prior information to the Engineer-in-charge and approval of the Developers / Building Management / Society.
- vii] The contractor shall take due care & protection of all his material. The contractor shall arrange for his own security for the same. While the work is in course of construction and

until the owner takes over the same, all materials or plants used or to be used in constructing the same, the contractor shall not be entitled to any compensation for injury to, or loss or destruction of such materials arising from any cause what so ever.

c) Access to works :

The Employer's staff and its authorized representatives including other vendors, consultants etc. shall have full access to the site of works.

The contractor shall provide all necessary facilities, equipments, instruments to the employer and his authorized representatives in relation to measurement, survey, scrutiny etc. of the work

d) No variation:

The contractor shall not vary or deviate from the said plans and specifications without having first obtained the permission for doing so in writing from the Engineer-in-Charge

e) Preparation of works for use on completion:

On completion of the work, the Contractor shall clean inside and outside, all floors, staircases and every part of the work area. The contractor shall leave the entire area neat and clean to the satisfaction of the Engineer-in-charge.

f) Clearance of the site of works:

The Contractor shall clear the site of works as per the instructions of the Engineer-in-charge. The site of works shall be cleaned of all manpower, materials, sheds, etc., belonging to the Contractor. The site shall be delivered in a clean and neat condition as required by the Engineer-in-charge within a period of one week after the job is completed. In case of failure by the Contractor to do the above, the Owner under advice of the Engineer-in-charge will get the site cleaned at risk and cost of the Contractor.

g) Reporting of accidents to the Engineer-In-Charge:

The Contractor shall be responsible for the safety of all the persons working at site including visitors and shall report serious accidents to the Owner / Engineer-in-Charge. The contractor is responsible for the payment of Workmen Compensation and Insurance to his workmen affected by accidents at site.

h) Programme for completion of the Project:

The proposed work shall be executed in a premises where there will be regular flow of customers. The building also has other users on the same floor and adjoining floors. The contractor has to take utmost precaution while executing the work and ensure the following to the satisfaction of the Engineer-in - charge:

i) Due safety measures in the compound

ii) Cause bare minimum noise in the works and adjust the timings of noise making Activities as instructed from time to time

iii) All common areas namely lift lobbies and staircases shall be maintained free of any Construction debris at all time.

iv) To defer start/continuing of any activity if in the opinion of the Engineer-in charge the same is likely to cause any nuisance / health hazard to the occupants /users of the building.

The contractor shall within seven days of receipt of Work order submit a detailed programme / bar chart for completing the project. This bar chart shall be periodically reviewed by the Engineer-in-Charge for comparison with actual progress.

i) Progress Photographs:

Every 7 days, the contractor shall email to Engineer –in- charge photographs depicting progress of work.

j) Safety and Other Precautions at Site:

- i] Contractor shall ensure that his workmen execute the work in a safe manner.
- ii] The Contractor shall ensure that the workmen do not create nuisance in the area.
- iii] Any damage to the existing structures and property during the progress of work shall be made good by the Contractor at his own cost. The contractor shall take all reasonable steps to protect the environment on and off the site and to avoid damage to persons or to property of the public.

In case of failure on the part of the contractor on above accounts, the consequences of the same shall be borne by the contractor. However, the Client/Owners shall render all the requisite assistance and support required by the contractor.

k) Debris:

Contractor shall ensure proper housekeeping at site. The Contractor shall dispose away all the debris arising out of the construction/demolition work at all levels at his own cost & the rates awarded in this contract shall be inclusive of the same for entire turnkey scope of works.

l) Insurance:

It is obligatory for the contractor to obtain stipulated insurance cover under the following Policies:

- i] Policy to cover contractor’s liability under workman’s compensation act 1923, minimum wages act 1948, contract labor, (regulation and abolition act 1978).
- ii] Contractors All Risk Policy by contractor: The contractor shall indemnify the Owner/Employer against any claims from agencies, utility owners for any damage caused by contractor during execution of the contract.
- iii] The Owner/Employer shall not be liable for any damages or compensation payable in respect or in consequence of any accident or any injury to any workmen or other person in the employment of the contractor or any sub-contractor. The contractor shall indemnify and keep indemnified the Employer against all such damages and compensations, and against all claims, proceedings, cost charges and expenses, whatsoever, in respect thereon or in relation thereto.

m) Use of Site:

The Contractor shall not use any portion of the Site for purpose not connected with the works.

- n) Removal Of Contractor's person/s from site.

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons which the contractors employ upon the work who may be incompetent or misconducts himself or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable and the contractor shall forthwith comply with such requirements.

- o) Protection:

Adequate protections against any form of damage or deterioration shall be provided for in all sections of the Works. These shall include protective tapes, casings, guard rails and the likes, which shall be provided if necessary. Particular care shall be taken to self finished surfaces during the application of adjacent in situ work. The Contractor shall carry out all steps taken in pursuance of this clause, as directed and instructed by the Engineer-in-Charge. The existing floor shall be given due protection by means of tarpaulin sheets. All the existing fittings and fixtures shall be handed over to the Employer and acknowledgement taken thereof. The contractor shall ensure that during the course of the work any damage caused to the work area or outside the work area to any portion of the structure shall be restored to its original condition complete with finishes to the satisfaction of the Employer.

16. Termination of Contract:

16.1 Conditions Leading to termination of Contract

Upon occurrence of any one or more of the following events committed by the Contractor, the Employer may without prejudice to any other right which it may have under the Contract, issue a notice intending to terminate of the Contract (Employer's Preliminary Notice):

- (a) Commits a material breach of its obligations under the Contract; or
- (b) Abandons or repudiates the Contract or suspends the execution of the Works during the subsistence of any dispute under the Contract, whether or not such dispute is being resolved under the dispute resolution provisions of this Contract under relevant Clause.
- (c) Without Reasonable Excuse acceptable to the EIC, fails to commence the Works or Variation in accordance with the Contract; or
- (d) Fails to adhere to the Employer's Requirements and/or Variations in terms of the Contract; or
- (e) Subcontracts whole of the Works or Subcontract without the approval of the Employer or assigns the Contract without approval of the Employer; or
- (f) Persistently disregards instructions of the EIC or contravenes any provisions of the Contract; or
- (g) Fails to achieve Time of Completion or any extension of time granted for the completion of the Works to the Contractor in accordance with the Contract; or
- (h) The Contractor's liability for liquidated damages under the Contract exceeds the maximum limit as specified in the Contract and the default or defect (committed by the Contractor) for which liquidated damages are/were charged continues to exist.

- (i) Gives any warranty or has made any representation under the Contract which is found to be false or misleading; or
- (j) Creates any encumbrance on the Site or part thereof in favour of any person save as Otherwise expressly permitted under this Agreement; or
- (k) Abandons the Site; or
- (l) Suffers an attachment levied on any of the assets located or comprised in the Site, causing a material adverse effect of the Works and such attachment has continued for a period exceeding ninety (90) days; or
- (m) Fails to adhere to the Works Programme by margin of ten percent (10%) of the stipulated period or thirty (30) days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole of the Works or part thereof within time because of poor record of progress; or
- (n) Fails to remove Materials from the Site, or pull down and replace the Works, after receiving notice from the EIC to the effect that the said Materials or Works have been condemned or rejected; or
- (o) Fails to take steps to employ competent and/or additional staff and labour; or
- (p) Fails to afford the EIC or his representative proper facilities for inspecting the Works or any part thereof; or
- (q) Indulges in corrupt or fraudulent practices; or
- (r) Admits in writing of its failure or inability to pay debts as they become due; or
- (s) Fails to furnish or renew the Performance Bank Guarantee and/or Advance Bank Guarantees; or
- (t) Commit default under any Applicable Laws; or
- (u) The Contractor has failed to resume work in accordance with contract clause or
- (v) Fails to obtain and/or maintain insurance in accordance with its obligations under the Contract; or
- (w) The Contractor's liability for liquidated damages under the Contract exceeds the maximum limit as specified in the Contract and the default or defect (committed by the Contractor) for which liquidated damages are/were charged continues to exist.

If the Contractor fails to remedy or rectify the default stated in the Employer's Preliminary Notice within twenty one (21) days of receipt of the Preliminary Notice, the Employer shall be entitled to terminate the Contractor's employment under the Contract by issuing a termination notice and expel the Contractor from the Site (but without thereby releasing the Contractor from any of its obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the EIC under the Contract up to the date of termination). However, in case of events specified in Clause 13.2.1 (b) and (r) the Employer shall be entitled to immediately terminate the Contract without giving any Employer's Preliminary Notice. Notwithstanding anything in the Contract, if the Contractor suspends the execution of the Works during the subsistence of any dispute under the Contract, whether or not such dispute is being resolved under the dispute resolution provisions of this Contract, the Employer shall be entitled to continue the execution of the Works through any third party at the sole cost and risk of the Contractor.

After termination of the Contract under Clause, the Employer may complete the Works and/or arrange for other entities to do so at the risk and cost of the Contractor. The Employer and its entities may then use

the access roads, the Contractor's Documents and all other facilities made by or on behalf of the Contractor.

16.2 Upon termination of the Contract under, the Employer shall also be entitled to:

- (a) Call the whole or such portion of the Performance Bank Guarantee amount as the Employer may consider fit; and
- (b) Recover from the Contractor the cost of carrying out the balance Works in excess (inclusive of Supervision charges @ 10 %) of the sum which the Contractor would have been paid according to the certificate of the EIC, if the works had been carried out and completed by the Contractor under the terms of the Contract. Such certificate shall be final and binding upon the Contractor. The amount to be recovered may be deducted by the Employer from any monies then due or which, at any time thereafter, may become due to the Contractor alone or jointly under this or any other Contract or otherwise. Any amount outstanding to the Employer under this Clause shall be recovered from the Contractor as debt due.

16.3 Valuation at the date of Termination

The Employer shall, as soon as possible after termination determine and inform the Contractor of the value of the Contractor's Documents, Plant, Materials, Contractor's Equipment and Works and all sums then due to the Contractor as at the date of termination.

16.4 Payment after Termination

- 16.4.1 After termination the Employer shall not be liable to make any further payments to the Contractor until the costs of design, manufacture, supply, construction, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been determined.
- 16.4.2 The Employer shall be entitled to recover from the Contractor the extra costs, if any, for completing the Works after allowing for any sum due to the Contractor under the contract. If there are no such extra costs, the Employer shall pay any balance amount that may be payable to the Contractor.

17. Liquidated Damages:

In the event of the Contractor's failure to complete the work or any part thereof within the Contract Period, the Contractor shall be liable to pay Employer liquidated damages calculated at the rate of 0.25% of the contract value per week of delay subject to a maximum of 5% of the contract value, for the period between the Date for Scheduled Completion and the Date of Actual Completion as certified by the Engineer -in-charge.

Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies in its possession, which are due or which may become due to the Contractor. The levy payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works on time or from any other part of his obligation and liabilities under the Contract.

In the event of an extension of time being granted by the Engineer in charge, in writing for the Completion of the works, this clause shall be applicable after the expiry of such an extended period.

18. Arbitration:

The Owner and Contractor shall attempt to settle any and all claims or disputes arising out of it through consultation and negotiation in good faith and spirit of mutual co-operation. If that attempt fails, then mutually acceptable Arbitrator shall be chosen by both the parties within 30 (Thirty) days after written notice by either party demanding arbitration and shall arbitrate the dispute. The arbitration shall be conducted under the Arbitration and conciliation Act, 1996. The place of arbitration shall be in Mumbai. Each party shall bear its own costs.

19. Jurisdiction:

The contract shall in all respect be construed and operated as an Indian contract in conformity with the laws of India and shall be taken to have been made in Mumbai and be subject to exclusive jurisdiction of Mumbai Court only.

20. Confidentiality:

The contractor shall not communicate or use in advertising, publicity, sales release or in any medium photograph or reproduction of the works under this contract, or description of the site, dimensions, quantity or any other information concerning the works unless prior written permission is obtained by Employer. The contractor shall keep all information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without prior written permission of the Employer. The same shall be applicable to the sub-contractor, if any, of the contractor and the contractor shall take an undertaking from its sub-contractor for the same and submit to the Employer.

1. Item Rate BOQ:

A. For Fire Fighting works:-

- 70% against delivery and installation of the material at site.
- 15% against testing, commissioning of all equipments
- 15% handing over the site to user group with completion of snag list.

5% of total payment shall be kept as Retention. The said amount shall be released upon successful completion of defect liability period without any interest thereon.

PART – III

SCOPE OF WORKS, TERMS AND CONDITIONS SPECIFICATIONS FOR THE PROJECT.

Project:

General : The scope and specifications given hereinafter and shall serve as guidance for proper execution of work to the required standards. These specifications are of generalized nature and these shall be read in conjunction with the description of item in schedule of quantities and drawings. The work also includes all minor details of construction which are obviously and fairly intended and which may not have been referred to in these documents but are essential for the entire occupation in accordance with standard Engineering practice.

Unless specifically otherwise mentioned, all the applicable codes and standards published by the Indian Standard Institution and all other standards which may be published by them before the date of receipt of tenders, shall govern in all respects of design, workmanship, quality and properties of materials and methods of testing, methods of measurements etc. Wherever any reference to any Indian Standard Specifications occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revision thereof, if any, up to the date of receipt of tenders. In case there is no I.S.I. specification for the particular work, such work shall be carried out in accordance with the instructions in all respects, and requirements of the Engineer-in-Charge.

The work shall be carried out in a manner complying in all respects with the requirements of relevant bye-laws of the Municipal Committee/Municipal Corporation/Development Authority / Improvement Trust under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and, unless otherwise mentioned, nothing extra shall be paid on this account.

Samples of various materials, fittings, etc. proposed to be incorporated in the work shall be submitted by the contractor for approval of the Engineer-in-charge before order for bulk supply is placed.

The contractor shall take instructions from the Engineer-in-charge regarding collection and stacking of materials in any place. No excavated earth or building materials shall be stacked on areas where buildings, roads, services, compound walls etc. are to be constructed.

The contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased delivery is contemplated, this provision shall apply to each phase.

The contractor shall give a performance test wherever applicable, of the entire installation(s) as per standard specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

The contractor shall clear the site thoroughly of all scaffolding materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Engineer-in-charge before the work is considered as complete.

The Department Head Real Estate shall be the sole deciding authority as to the meaning, interpretations and implications for various provisions of the specifications and his decision shall be final and binding on all concerned.

TERMS AND CONDITIONS:

1. The quoted rate shall be all inclusive and cover the cost of material including wastage, freight, all types of taxes, duties, royalties, erection, construction, testing of materials, samples brought for approval, tools and tackles, plant and equipments, supervision, overheads, profit and any other expenditure incurred for completion of work as per drawings, specifications and to the full satisfaction of Employer/Consultants.
2. The rates quoted shall be valid for working at all heights, depths and on all floor levels. No extra payment shall be made for scaffolding, staging, ladders, etc., for transportation of men and material at higher or lower levels.
3. The contractor will have to carry out the work in accordance with the drawings, technical specifications and / or other conditions laid down in contract document and to the direction and satisfaction of Employer
4. EMPLOYER reserves the right to operate any or all items of the work . No claim in this regard shall be entertained.
5. The expression Employer, EIC, Engineer- in- charge shall, Department, Employer shall carry the same meaning that is the representative of Adani Electricity Mumbai Limited
8. After completion of work the site shall be handed over absolutely clean.
9. Rates of all items shall remain constant irrespective of floor level and no extra shall be paid for handling and stacking of material, removing debris etc. from the site.
10. Contractor shall clean the site. The same shall not be paid separately.
11. Unless otherwise mentioned explicitly in the contract document, the method of measurement will be as per I.S. 1200
13. All pipes and fittings shall emerge at tile joints preferably. No fittings or pipe shall be taken out by breaking tiles.
14. In case of non availability of materials of specified make, wherever contractor proposes to use "equivalent" makes he shall obtain Employer's prior approval. Additional cost,if any, shall be to Contractor's account unless otherwise approved by the Employer.
15. The contractor should take approval for make & manufacturer from the EMPLOYER before using any material which does not appear in the list of approved manufacturers.
16. Rate for all items include materials, labour, testing of materials at laboratory or site, tools & tackle, lift & lead charges, transportation charges, loading - unloading charges, insurance cover as per contract, all taxes & duties including works Contract Tax, VAT, service tax etc. Polishing & painting charges wherever applicable, arranging in position, cleaning, making mock-up etc. up to the entire satisfaction of Engineer-in-charge.

17. The basic rates excluding taxes for some items are mentioned in the schedule of quantities. Any actual variation in basic rates on & above shall be paid extra after producing necessary bills/invoice after amendment of the PO. Any rate difference shall be reimbursed by adding rate difference to the quoted rates of the respective items after duly certified by Engineer-in-charge/Consultants and after obtaining necessary approval from the competent authority for the same. If the basic rates of items procured are less than the basic rate, the difference in the basic rate will be recovered from the contractor RA/FINAL bill for the quantity executed under the same item after duly certified by the EIC/Consultant.

18. Unless otherwise specified, the rates of wire managers to be quoted including making holes on table, table glass surface tops and inside units if required to take the cable out to the table top.

19. Unless otherwise specified, all materials and workmanship shall comply with relevant latest BIS standards, whether the reference nos. are specifically mentioned or not.

20. Employer reserves the right to insist on selection of material, workmanship, detailing and finishes which they consider are appropriate, and suitable for the intended use. No claims for extra in this regard shall be entertained.

21. The contractor shall provide for samples of all materials, accessories/finishes prior to procurement / manufacture for Employer's approval. Where approved makes are mentioned, the Employer reserves the right to select materials from the list.

22. All the works done under this contract shall be guaranteed for a period of one year (unless for a greater period specified against individual items) from virtual date of completion of works certified by Employer covering, materials, workmanship and finish. Any defects or shrinkage, warping or other forms of deterioration shall be made good by the contractor at his own cost within the guarantee period, immediately on being informed of such defects. Failure to comply will entail Employer to unilaterally decide on getting the repair done through other agency at the cost and risk of the contractor.

23. The contractor should use only the best materials of its kind specified in the contract documents complying with relevant IS codes and other applicable standards. If required by EMPLOYER/Consultant, the contractor will be required to arrange for testing products and produce test certificate from recognized test houses to establish the quality of materials at his own cost. Any defective material not meeting with the standard shall be replaced at the contractor's own cost. Manufacturer's test certificates for all applicable items have to be obtained and submitted to Employer time to time.

24. Testing of various materials wherever required by Employer should be carried out as per the relevant IS standards.

28. One No. of each item of the Bill of Quantities shall be made first and got approved before proceeding with the remaining quantum of items and work.

29. In all cases measurement will be made on net items in complete shape as manufactured, supplied and installed. The contractor should note that all cutting wastage, stitching, jointing and several special features such as pleats, overlaps, hem, etc. shall be absorbed by them within the quoted rates and no separate payment will be made for the above and similar items. The contractor should make sure that they should protect their materials and hand them over in good shape satisfactory to Employer. At the time of handing over any damages, scratches, dents or such other defects shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of Employer.

30. The normal working hours for carrying out the interior job shall be from 9.00 A.M up to 7.30 PM on working days (from Monday to Saturday). However the work can be continued during the night hours and Sundays and public holidays subjected to the permission given by the EIC and no complaints received from neighbors and police etc in line with the prevailing statutory regulation. Where the work is being executed in a building where immediate floors or part of the same floor is occupied the sound making work may have to be carried out at

specified time durations or after office hours as directed by the Employer , for which no extra claim from the party will be entertained.

PART IV

QUALITY ASSURANCE PLAN

1. Introduction:

This quality assurance plan is intended to:

- a) Ensure that proper user requirement is achieved.
- b) Ensure that all steps of the Projects are monitored.

2. Process:

Quality assurance shall be maintained through constant review and monitor by the Engineer in Charge.

3. Fire Fighting:

- a) Vendor to submit the Fire room Pump layout.
- b) Vendor to submit the Hydrant and wet riser layout
- c) Vendor to submit the Fire Alarm and PA system layout.
- d) Vendor to submit the Fire panel SLD and GA layout.

4. Procurement:

- a) Vendor shall procure only approved material and Engineer-In-Charge's decision shall be final.
- b) Any material brought to site, which is identified as sub-standard shall be removed immediately.

5. Project Plan:

The Project Manager and Engineer-In-Charge review the project plan to ensure:

- a) To ensure milestone dates are on target.
- b) For any changes in scope &
- c) For possible trouble spots.
- d) Compliance of safety norms.

6. Quality Control:

- a) Day to Day Supervision and control of quality standards.
- b) Strict adherence to quality process.
- c) Any noticed short comings brought on record.

7. Safety:

- a) Vendor shall ensure their Workmen adhere the safety Standards while carrying out the work as per Industry Safety Norms.
- b) Vendor shall take adequate precaution while working not to damage any part of the property.
- c) Vendor shall take adequate precautions against Fire accidents and Follow the safety norms

8. Completion:

REAL ESTATE team leader monitors and ensure:

- a) The Project completion on time.
- b) The Co-ordination on smooth functioning.
- c) The snags are attended satisfactorily.

9. Acceptance of work:

Employer's EIC's decision on quality shall be final & binding.

PART – V

LIST OF GENERAL NOTES & DRAWINGS.

1. General Notes

- a) Contractor's scope includes the following:
 - i] Site survey.
 - ii] Appointment of Fire Fighting consultants.
 - iii] Understand user requirements and prepare design basis. (If included in the scope)
 - iv] Designing and detailed engineering.(If included in the scope)
 - v] Submit the design and drawings (listed below). (If included in the scope)
 - vi] Take user's approval on the drawings before commencement of work.

2. List of drawings to be submitted for approval

- a) Fire Fighting:
 - i) Electrical panel SLD and GA Drg
 - ii) External Hydrant Layout
 - iii) External wet riser layout
 - iv) Fire Pump Room layout
 - v) Terrace layout
- b) Fire Alarm System:
 - i] Cabling layout.
 - ii] Location of above and below ceiling smoke detectors, MCPs, Fire panel, loop sounder, heat detectors.
- c) PA System / Access Control System: (If included in the scope)
 - i] Cabling layout, location of speakers.

ii] Access control system: cabling layout, locations of card readers, BGU, Release switches, control panels.

d) As built drawings:

Submission of As- built drawing of the completed work.

e) Warranties:

Submission of warranties for all the materials from suppliers and contractors.

f) Contractor to submit list of vendors with contact details and inventory of material used in project.

PART - VI
SPECIAL CONDITIONS OF CONTRACT

Project:

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL -

1.1 Special Conditions of Contract shall be read in conjunction with General Conditions of Contract, Technical Specifications of work, drawings & any other document forming part of this contract wherever required so.

1.2. (a) The term Employer/ Owner/ Client shall mean Adani Electricity Mumbai Limited

(b) ENGINEER , ENGINEER IN-CHARGE (EIC), shall be the person for the time being or from time to time duly appointed by Employer to supervise the work under the contract on his behalf.

1.3 Notwithstanding the sub division of the documents into these separated sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and not the contract so far as it may be practicable to do so.

1.4 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract to the extent of such repugnancy or variations prevail.

1.5 Wherever it is mentioned in the specifications that the contractor shall perform certain work and provide certain facilities, it is understood that the contractor shall do so at his own cost.

1.6 The material, design and workmanship shall satisfy the relevant Indian/International Standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirement in addition to those contained in the Standard Codes and Specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specification/Code of practice for detailed specifications covering any part of the work covered in this tender, the instructions/directions of the Engineer-in-Charge will be binding on the contractor.

2.0 SITE VISIT -

Bidders are advised to visit site and acquaint with the site situation before quoting his/their rate.

3.0 TIME SCHEDULE -

3.1 The time schedule is given separately. The works shall be executed strictly as per the time schedule.

The time stipulated in work completion schedule includes time required for mobilisation, testing, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge. Monthly/ Weekly construction programme will be drawn up with the contractor based on availability of the work fronts and keeping in view the target set in the time schedule. The contractor shall scrupulously adhere to these schedules by deploying adequate personnel and construction tools and tackles.

In all matters concerning the extent of target set out in the weekly and monthly programmes and degree of achievement, the decision of the Engineer-in-Charge will be final and binding.

The contractor shall maintain a hindrance/progress register, which shall indicate any stoppage of work for any reason.

4.0 WATER, ELECTRICITY -

4.1 Water Supply:

Depending upon availability, the Employer may supply to the contractor at one point within the premises water for drinking and carrying out minor civil works without any charges. The rates quoted by the Contractor shall duly take into account the said concession.

4.2 Electricity:

If available, Electric power for the works may be supplied by Owner at one point without any charges. Further distribution including cost of cables, distribution boards, consumables (flood lights, lamps), etc. shall be to the Contractors account & the rates shall be inclusive of the same. The rates quoted by the Contractor shall duly take into account the said concession.

All internal power line installed by the Contractor shall be maintained and operated at his Expense and no cost to Employer. The Employer is not responsible for the availability of Continuous power or the quality of power supplied. It shall be the sole responsibility of the Contractor to ensure that power of adequate capacity and the quality is available.

5.0 WORK SITE -

It is possible that several other agencies shall be working within the same site. Contractor shall be responsible for smooth and uninterrupted progress and shall work in close co-ordination with other agency working in that area, so that works are completed within the specified time schedule.

6.0 ACCESS TO THE WORKS -

The Engineer-in-charge along with his engineers and other staff and any other person authorized by the Engineer-in-charge / Employer shall at all times have access to the works and to all workshops and places where work is being executed or from where materials, manufactured articles are being obtained for the works and the contractor shall forward every assistance in or in obtaining the right to such access.

7.0 QUOTED RATES TO INCLUDE -

The quoted rate shall be all inclusive and cover the cost of material including wastage, freight, all types of taxes, duties, royalties, erection, construction, testing of materials, samples brought to office /site for approval, tools and tackles, plant and equipments, supervision, overheads, local statutory liaison, profit and any other expenditure incurred for completion of work as per drawings, specifications and to the full satisfaction of Employer/EIC

The rates quoted shall be valid for working at all heights, depths and on all floor levels. No extra payment shall be made for scaffolding, staging, ladders, etc., for transportation of men and material at higher or lower levels.

Execution of the work in accordance with the drawings, technical specifications and / or other conditions laid down in contract document and to the full satisfaction of EIC. The rates shall be quoted based on the assumption that drawings, general and technical specifications, description of work are complimentary to each other. Any work specified in the general specifications or Description of work but not included in the drawing shall be executed without any extra cost. The work specified in the drawing but not explicitly mentioned in the scope and general specifications shall also be executed without any extra cost.

8.o QUALITY ASSURANCE - MATERIALS AND WORKMANSHIP.

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, instructions of the Engineer In Charge. The Engineer In Charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/ explanations thereof, if necessary.

The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the Engineer in Charge. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer In Charge or by his authorised representative or any other official of higher rank or any other person authorised by the Employer in his behalf & the contractor shall allow the same.

All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer In Charge to his satisfaction that the materials do so comply.

The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Engineer In Charge who shall approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor.

On receipt of samples as per schedule, the Engineer in Charge shall arrange to examine with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him.

The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials conforming to approved samples shall only be brought to site. Samples are to be supplied by the contractor at his own cost. The cost involved in tests shall be borne by the contractor. If any test is ordered by the Engineer In Charge which is to be carried out by any independent agency at any place other than the site even then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors cost.

The Employer through the Engineer In Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer In Charge.

In case of default on the part of the contractor, the Engineer In Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

The Engineer In Charge shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all formalities which the Engineer In Charge may require for the purpose.

9. INSPECTION OF WORKS -

i) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's representative or any other officer nominated by the Employer for the purpose and the contractor shall afford full opportunity for the EIC or EIC's representative or any other officer nominated by the Employer for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon, the contractor shall give due notice to the Engineer-in-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer-in-charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.

The contractor shall uncover any part or parts of the works for making openings in or through the same as the Engineer In Charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer-in-charge.

10. REMOVAL OF IMPROPER WORK AND MATERIALS -

The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time, the removal from the site, of any materials which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/approved sample. The substitution with proper and suitable materials, the removal and proper re-execution, notwithstanding any previous test thereof or interim payment there for, of any work which in respect of materials or workmanship is not in accordance with the contract.

In case of default on the part of the contractor in carrying out such order, the Engineer-in-charge shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

11. DEVALUATION OF WORK -

In lieu of rejecting work done or materials supplied not in conformity with the contract/work order/approved samples, the Engineer-in-charge or any other officer nominated by the Employer for the purpose may allow such work or materials to remain, provided the Engineer In Charge/ the officer nominated by the Employer is satisfied with the quality of any materials, or the strength and structural safety of the work, and in that case shall make such deduction for the difference in value, as in his opinion may be reasonable.

12. SITE ORDER BOOK -

A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on its first page.

Site Order Books shall be maintained on the sites of works and should never be removed there from under any circumstances. It shall be the property of the Employer. The Engineer-in-charge or his authorised representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled programme etc. as per

contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them. The compliance shall be reported by the contractor in writing to EIC in time so that it can be checked.

13. AS BUILT DRAWINGS, PRODUCT WARRANTIES, OPERATING MANUALS ETC. :

The Contractor shall submit three sets of as Built Drawings in A3 size within 15 days of completion of work along with soft copies in Autocad containing incorporating civil and MEP works.

The contractor shall also submit product catalogues, warranty card, Operation and Maintenance manuals of electrical, electronics, mechanical, plumbing equipment , fixtures etc. at the time of handing over.

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