

# ***MAHINDRA TECH PARKS***

AT

MAHINDRA WORLDCITY, JAIPUR

FOR

MAHINDRA WORLDCITY JAIPUR LTD

## **TENDER FOR CIVIL AND STRUCTURAL WORKS (BLOCK B1 & B2)**

**VOLUME - I**

### **ARCHITECTS**



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**September 2008**

**MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR**

**BID FOR CONSTRUCTION OF MAHINDRA TECHNOLOGY PARK AND ALLIED WORKS WITHIN THE IT/ITES SEZ**

**Bid No** : **MWCJL/2008-09/MTP/B1-B2/ T-01**

**Date of Issue** : **30.09. 2008**

**Bid Document issued to:**

M/s .....

.....

.....

**By**

**Mahindra World City (Jaipur) Limited**

411, 506, Neelkanth Tower#1,

Bhawani Singh Marg, C-Scheme

Jaipur -302001

Phone No: 0141-4007025-29

Fax : 0141-4007030

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**MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR**

BID NO. **MWCJL/IT-ITES/2008-09/MTP/B1-B2/ T-01**

**(CIVIL WORKS)**

**NAME OF WORK : CONSTRUCTION OF MAHINDRA TECHNOLOGY PARK**

**PERIOD OF ISSUE OF BIDDING DOCUMENT : FROM: 30.09.2008 to 03.10. 2008  
TIME:-10:00 HOURS TO 17:00 HOURS**

**LAST DATE AND TIME FOR RECEIPT OF BIDS : Date: 14.10.2008 (Hard Copy Submission)  
Time: 15:00 Hrs.**

**INVITATION FOR BID**  
**(IFB)**

## MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR

### INVITATIONS FOR BIDS (IFB)

Date: - 30.09.2008

Bid No:- MWCJL/IT-ITES/2008-09/MTP/B1-B2/ T-01

1. **MAHINDRA WORLD CITY (JAIPUR) LIMITED** having its Registered office at 411, 4<sup>th</sup> Floor, Neel Kanth Tower, Bhawani Singh Road, C- Scheme, Jaipur -302 001, is developing an IT/ITES SEZ and invites item rate Bids for the below mentioned works from the selected Bidders.
2. Bid document can be downloaded from our web site [www.mahindraworldcity.com/jaipur/Bids.html](http://www.mahindraworldcity.com/jaipur/Bids.html). Hard copies of the document can be obtained from the SEZ Project office at the below mentioned address by paying Rs. 5000.00 only upto 03.10.2008.

**Mahindra World City ( Jaipur) Limited**

SEZ Project Office,  
Vill & PO \_ Kalwara  
Tehsil – Sanganer, Jaipur – 302029

3. Bids must be delivered to **Mahindra World City (Jaipur) Limited**, SEZ Project Office at Vill & Po – Kalwara, Jaipur -302029, on or before **15:00 Hours** on 14.10.2008 in Hard Copy. If the office happens to be closed on the date of receipt of the Bids as specified, the Bids will be received on the next working day at the same time and venue. Contractors who download tender document from our website will have to pay tender document fee of Rs 5000/- at the time of its submittal through D.D favouring Mahindra World City ( Jaipur) Limited payable at Jaipur otherwise it shall not be considered.
4. Other details can be seen in the Bidding documents.

#### **TABLE - IFB 1**

Sr. No.	Name of work	Bid security / EMD (Rs.)	Cost of document (Rs.)	Period of completion
1	<b>Construction of Mahindra Technology Park and Allied Works for B1 &amp; B2 within the IT/ITES SEZ</b>	----	5000.00	Seven (07) Months

Payment shall be made thru Draft in favour of Mahindra World City ( Jaipur) Limited .

**Seal of office**

## **SECTION 1: INSTRUCTIONS TO BIDDERS**

**(ITB)**

**Section 1: Instructions to Bidders****Table of Clauses**

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## **A. General Instructions**

### **1. Scope of Bid**

- 1.1 **Mahindra World City (Jaipur) Limited** (“MWCJL”), (hereinafter referred to as “Employer”) invite Bids for the **Construction of Mahindra Technology Park And Allied Works for B1 & B2 within IT/ITES SEZ being developed by it** (as defined in these documents and referred to as “the Works”) detailed in the table No.IFB-1.

### **2. One Bid per Bidder**

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

### **3. Cost of Bidding**

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

### **4. Site visit**

- 4.1 The Bidder, at the Bidder’s own responsibility and risk is encouraged to visit and examine the Site (as defined in Clause 1 of GCC) and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 4.2 After visiting the site the bidder shall confirm the fact of actual visit of the site to the employer which will be testimony to the fact that in fact site is available for commencing the work.
- 4.3 The Contractor shall be deemed to have inspected, tested and examined the site and surroundings and to have satisfied himself as to all the conditions, factors and risks which can be reasonably obtained or inferred from the inspections, tests and examinations that may influence or affect the progress and cost of Contract Works.

## **B. Bidding Documents**

### **5. Contents of Bidding Documents**

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

Book 1	Invitation for Bids containing Sections as below.		
Sections	1	Instructions to Bidders	
	2	Letter of Acceptance and Agreement form	
	3	Conditions of Contract	
	4	Forms of Securities	
	5	Safety Manual	
Book-2		Technical Specifications & Bill of Quantities	
Book-3		Bid Drawings	

5.2 Qualification of Bidders : To be qualified for award of contract, bidders are required to

- a) Submit a written power of attorney authorising the signatory.
- b) Update the following information submitted with the application for qualification.
  - i) Financial strength.
  - ii) Works in hand
  - iii) litigation if any.

## **6. Clarification of Bidding Documents**

- 6.1 Bidders requiring any clarification of the Bidding documents may notify the Employer by e-mail to [jaipurtenders@mahindraworldcity.com](mailto:jaipurtenders@mahindraworldcity.com) or by Fax only. The Employer will respond to any request for clarification. All such queries shall be made at least seven (07) days before date of submission of Bids as per Clause 16.

## **C. Preparation of Bids**

### **7. Language of the Bid**

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

### **8. Documents comprising the Bid**

- 8.1 The Bid submitted by the Bidder shall comprise the following:
- a) The Bill of Quantities wherein the Bidder shall fill in the rates; original plus one photocopy duly signed and stamped by the Bidder on each page.
  - b) Specifications and Drawing Volumes original plus one photocopy duly signed and stamped by the Bidder on each page.
  - c) any other materials required to be completed and submitted by bidders in accordance with these instructions

The Financial Bid (BOQ) under Sections 5 of Sub-Clause 5.1 shall be filled in without exception.

### **9. Item Rate Contract**

- 9.1 The Contractor shall note that unless otherwise stated, the Tender is strictly on item rate basis contract.

### **10. Currencies of BID and payment**

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

## 11. Bid Validity

Bids shall remain valid for a period not less than 60 (sixty) days after the date for Bid submission specified in Clause 16. A Bid corrected by the Bidder as valid for a shorter period shall be rejected by the Employer as non-responsive.

## 12. Bid Security

The Bidder shall furnish as a part of his Bid, a Bid security in the amount as shown in column 3 of the table IFB-1. The Bid security shall be in favour of **Mahindra World City (Jaipur) Limited** in the form of a Demand Draft or Banker's Cheque or Pay order payable at Jaipur.

The Bid Security of unsuccessful Bidders will be returned within 30 days of the end of the Bid validity period specified in Sub-Clause 11.1.

The Bid Security of the successful Bidder will be adjusted with Performance Security when the Bidder has signed the Agreement and furnished the required Performance Security.

The Bid Security may be forfeited

- (a) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 18; or
- (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - (i) sign the Agreement; or
  - (ii) furnish the required Performance Security within 10 days from the date of Letter of Acceptance.

No interest shall be paid on any Bid security/Performance Security/ or Guarantee in lieu thereof.

## 13. Format and Signing of Bid

The Bidder shall prepare the Bid as specified in Clause 8 in two (02) copies.

The Rate in the original and one duplicate copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid.

The Bid shall contain no alterations or additions or omission or interlocation except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

## 14. Salient Points

The Scope of work proposed in this Bid is for:

Civil and Structural works.

The manpower, material, equipment and services provided under the contract have to be arranged by the bidder himself from his own available resources. If required, bidder shall provide evidence of the origin of materials and services. This provision is subject to provision of clause 21 of condition of contract for supply of material..

The drawings issued with these Tender Documents are Tender Drawings. Tender Drawings are prepared in such detail as are necessary to give a comprehensive idea

of the works. The Good for Construction Drawings will be issued during the construction stage based on the requirements as per the construction program submitted by the Contractor as per General Condition of Contract Clause 11.

The workmanship required is of very high standard and the shuttering materials proposed to be used shall be new. The vertical elements like columns, walls, bottom and sides of beams and slabs shall be shuttered with plastic coated ply boards and slabs either with plastic coated plywood or M.S. sheets. The no. of turns of shuttering material shall be limited to as long as the concrete surface is smoothly accepted by the Engineer-in-Charge. The Contractor has to get the shuttering system approved by the Consultants before the commencement of work. M.S. adjustable tubular props shall be used for staging and casurina poles are not accepted for the staging.

The bills of quantities enclosed are for civil works and related works for 2 Nos. of Software Blocks and single / double levels of basement car parking & service areas as marked in drawings.

Civil works connected with Plumbing/Electrical and related works are not considered in the bill of quantities.

The Bidder should make himself acquainted with the site conditions, level and any other information required for giving a proper quote.

Bidders requiring any technical clarification should seek it from Employer's office before quoting and any ambiguity regarding quantities/specification and drawings will not be entertained after the Bids are finalised.

The Contractor should make his own arrangement of water for construction purposes and make all necessary arrangement for water pumps and installation pipe line, etc. with prior permission with the Employer.

Power shall be made available at one point. Contractor shall arrange further distribution at his cost. Contractor to pay the consumption charges as per actual. All arrangements for drawing the power, installation of Energy meter shall be made by the Contractor at his own expense. Contractor shall make arrangement for Diesel generator for back up power at his cost Contractor shall provide Electricity for other agencies appointed by Employer and charge them accordingly by installing sub meters.

## **D. Submission of Bids**

### **15. Sealing and Marking of Bids**

The Bidders are not expected to include any conditions contrary to Bid provisions. However, if it is necessary to include certain conditions, the same should be submitted with proper reasons, in a separate sealed cover. The covers should be suitably super scribed indicating the contents. All letters, enclosures, and Bill of quantities shall be submitted in duplicate. Bidder should clearly indicate on each copy under their full signature, whether it is the Original or duplicate copy.

The Bidder shall submit the original Bid in one sealed envelop marking as “**FINANCIAL BID for Construction Of Mahindra Technology Park And Allied Works for B1 & B2 at IT/ITES SEZ**” At Mahindra World City, Jaipur”. The duplicate copy duly marked should be in separate sealed envelope.

The envelopes shall be addressed to the Employer at the following address:

**Mahindra World City (Jaipur) Limited**  
Vill & PO - Kalwara,  
Tehsil - Sanganer  
Dist - Jaipur -302029

#### **16. Deadline for Submission of the Bids**

Bids must be received by the Employer at the address specified above no later than **15:00** hours on **14.10.2008**. In the event of the specified date for the submission of Bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

The Employer may extend the deadline for submission of Bids by issuing an amendment indicating the revised deadline.

### **E. Bid Opening and Evaluation**

#### **17. Process to Be Confidential**

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

The employer may at its absolute discretion, ask the bidders for any clarification including breakdown of rates, subject to this no bidder shall contact the employer relating to the bid from the time of opening to the time of contract awarded.

#### **18. Correction of Errors**

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected.

#### **19. Employer's Right to Accept any Variation**

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

Acceptance of tender on behalf of employer (Mahindra World City [Jaipur] Ltd) shall be done by the committee empowered in this behalf or by officer of company duly authorised in this behalf.

It is made clear that the employer is not bound to accept lowest or any tender (bid). The employer reserves the right to reject any or all tenders received for consideration without assigning any reasons and without incurring any liability to affected bidders.

## **F. Award of Contract**

### **20. Award Criteria**

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

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

Notwithstanding Clause 20, the Employer reserves the right to accept or reject any Bid or part of the Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

### **22. Notification of Award and Signing of Agreement**

The Bidders whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

The Agreement will incorporate all Agreements between the Employer and the successful Bidder. Within 10 days of issue of Letter of Acceptance, the successful Bidder will sign the Agreement and deliver it to the Employer.

Upon accepting the Performance Security for the Successful Bidder and signing of the Agreement, the Employer shall issue a 'Notice to Proceed' to the Contractor, in which the date of commencement of the Contract shall be indicated.

Upon furnishing of the Performance Security by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### **23. Performance Security**

Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security valid till Completion of the Contract in the form of a bank guarantee in Employer's prescribed format for an amount equivalent to 5 % of the Contract price by adjusting Bid Security:

Failure of the successful Bidder to comply with the requirements of Sub-Clause 23.1 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the Bid security and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to any other Bidder, on sole discretion of Employer.

## **24. Corrupt or Fraudulent Practices**

The Employer expects the Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics and integrity during the procurement and execution of such Contracts .Therefore, the Employer will reject the Bid/ terminate the contract with no obligations and blacklist such Bidder / contractor, barring him from participation in future Bidding in the event he found indulged in any malpractice such as gift, bribe, or other inducements to any person with a view to influence the placing or operation of the Contract.

The bidder hereby undertakes that if the information given in bidding documents or otherwise be found to be untrue or false, he will be liable to be disqualified and his security will be forfeited and further it is discovered to be false during the contract period affecting prejudicially the interest of employer, the contract will be terminated and security deposit will be liable to be forfeited.

## **SECTION-2**

### **LETTER OF ACCEPTANCE AND AGREEMENT FORM**

**Table of Forms:**

- **LETTER OF ACCEPTANCE & PROCEED THE WORK**
- **AGREEMENT FORM**



**Letter of Acceptance**  
(letterhead paper of the Employer)

To,  
.....  
.....

Dear Sirs,

This is to notify that your Bid and subsequent negotiations for the execution of **CONSTRUCTION OF MAHINDRA TECHNOLOGY PARK AND ALLIED WORKS for B1 & B2 WITHIN THE IT/ITES SEZ** for the negotiated Contract Price of Rs..... (Rupees ..... ) is hereby accepted by Mahindra World City (Jaipur) Limited.

You are hereby requested to furnish Performance Security Deposit in the prescribed format of the Bank Guarantee attached herewith for an amount of Rs. .... within ten (10) days, of receipt of this Letter Of Acceptance, valid up to 180 days from the Date Of Intended Completion i.e. .... any extension thereof and sign the Contract, failing which action as per Sub-Clause 21.1 of Instruction to Bidders shall be taken.

Subsequent to furnishing the requisite security, you are hereby instructed to proceed with the execution of the said works as the site will be handed over to you on \_\_ \_\_2008 in accordance with the Contract documents. The stipulated date of commencement and stipulated completion dates will be \_\_\_\_\_ and \_\_\_\_\_ respectively.

Thank you

Yours faithfully,

Chief Operating Officer  
**Mahindra World City (Jaipur) Limited**  
411, 506, Neelkanth Tower#1,  
Bhawani Singh Marg, C-Scheme  
Jaipur -302001  
Phone No: 0141-4007025-29

**Agreement Form (On stamp paper of Rs 100/-)**

**Agreement**

This Agreement, made the \_\_\_\_\_ - 2008, between **Mahindra World City (Jaipur) Limited** (hereinafter called “the Employer”) of the one part and

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

Whereas the Employer is desirous that the Contractor execute **CONSTRUCTION OF MAHINDRA TECHNOLOGY PARK AND ALLIED WORKS for B1 & B2 WITHIN THE IT/ITES SEZ** (Bid No. **MWCJL/2008-09/MTP/B1-B2/ T-01** (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a Contract price of Rs.

\_\_\_\_\_  
(Rupees \_\_\_\_\_)

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Common Seal of

\_\_\_\_\_

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in the presence of:

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

**SECTION 3:  
CONDITIONS OF CONTRACT**

## General Conditions of Contract

### A. General

#### 1. Definitions

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

**ARCHITECT / CONSULTANT:**

Rajinder Kumar Associates  
B-6/17 Shopping Center, Safdarjung Enclave  
New Delhi 110029, India  
T: (91)11-26162930 / 26162931  
F: (91) 11-26186874

**Bill of Quantities or BOQ** means the priced and completed bill of quantities and rates forming part of the Contract.

The **Contract** is the binding between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contractor** shall mean the successful Bidder and their heirs and legal representative, assigns and successors on whom the work order or letter of intent has been issued by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Date of Commencement** is the date as stated in the Letter to Proceed from the Employer to the Contractor.

**Actual Date of Commencement** is the date from which the Contractor started his work.

**Days** are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is **12 months** calculated from the Actual Completion Date

The Employer is the Party who will employ the Contractor to carry out the Works.

**Engineer in Charge** shall be HEAD (Infrastructure & Development) of the Employer or person nominated by him.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract

**Data.** The Intended Completion Date may be revised only by the Engineer in Charge by issuing an extension of time.

The **Actual Completion Date** is the date on which the Engineer in Charges shall issue the Completion Certificate as per Clause 28

The **Site Possession Date** shall be the date within seven days from the date of issue of Notice to proceed with the work.

**Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is located at **Mahindra World City (Jaipur) Limited, IT/ITES SEZ. Village & PO: Kalwada, Tehsil: Sanganer, District: Jaipur - 302029**

**Specification** means the Specification of the Works referred in the Contract and any modification or addition made or approved by the Engineer in Charge in writing.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

**A Variation** is a written instruction given by the Engineer in Charge which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

**Party and Parties** is the Employer and the Contractor individually and the word Parties shall be construed accordingly

**Relevant Authority** shall mean all Parties which have jurisdiction on the works.

## 2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer in Charge will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 The documents forming the Contract shall be as follows and their order of priority shall be interpreted in the given order
- (i) Agreement
  - (ii) Letter of Acceptance, Notice to proceed with work.
  - (iii) Contractor's Bid
  - (v) Conditions of Contract including Special Conditions of Contract
  - (vi) Bill of Quantities
  - (vii) Drawings
  - (viii) Specifications
  - (ix) any other document listed in the Contract Data as forming part of the Contract.

## 3. Legal Construction

- 3.1 Subject to provision of clause, the Work Order shall be in all aspect, construed and operated as Contract under Indian Contract Act 1872, and in accordance with Indian Laws enforce for the time being and is subject to the jurisdiction of the court, Jaipur only.

#### **4. Language and Law**

- 4.1 The language of the Contract shall be English only and the Law governing the Contract shall be Law of Republic Of India and the law which will govern the conduct of the contract and according to which the contract shall be in force in the state of Rajasthan, it will include the exemption granted under various enactments.

#### **5. Communications**

- 5.1 Communications between Parties which are referred to in the conditions are effective only when given in writing. A notice shall be effective only when it is delivered. In the case delivery is refused, it will be deemed to be received if service is effected by postal agency. Any letter, notice and notification under the contract shall be served on the party concerned when received by fax, telex, courier deliver or registered post letter at the following address of contractor or employer.

Address of Contractor :

Address of Employers

Corporate Addresss :

**Mahindra World City (Jaipur) Limited**

411, 506, Neelkanth Tower#1,

Bhawani Singh Marg, C-Scheme

Jaipur -302001

Phone No: 0141-4007025-29

Fax : 0141-4007030

#### **6. Personnel**

- 6.1 The Contractor shall submit organisation chart indicating the key personnel to carry out the functions stated in the Schedule or other personnel approved by the Engineer in Charge. The Engineer in Charge will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 6.2 If the Engineer in Charge or Construction Manager asks the Contractor to remove a person who is a member of the Contractor's staff or his work force the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

#### **7. Insurance and obligation under labour and environment law :**

- 7.1 Notwithstanding that the Contractor is to indemnify the Employer and submit the policies in original to the Employer, the Contractor shall take All Risks and Workmen's Compensation insurance policies to cover the whole project as envisaged under the Contract and without limiting the obligations, responsibilities, duties and/or

liabilities of the Contractor, the Contractor shall effect at his own costs for others insurance policies deemed necessary in the joint names of the Employer and the Contractor to cover the Contract works as given below:

Insurance requirements are as under:

<b>Sr. No.</b>	<b>Policy for</b>	<b>Insurance cover required</b>
1	All risk insurance for works	By Contractor
2	Loss or damage to Employer's Equipment & material.	By Contractor
3	Other Employers property	By Contractor
4	Personal injury or death insurance: a) Third Party	By Contractor
	b) For Contractor's Employee	By Contractor Contractor should ensure such insurance is in force through out the Contract period (Including defect liability period) and necessary proof to be submitted before the commencement of the project and at least a fortnight before the expiry of current insurance. The Contractor should indemnify and include in the policy the Employer
5	Motor Vehicle Insurance	Comprehensive insurance policy to be taken by contractor as per statutory requirement.
6	Third Party liability insurance (Including the name of Employer)	By Contractor Minimum cover Rs. 10 Lacs.
7	Contractor's Equipments (Including liability arising out of usages of such equipment)	By Contractor.

## **8 Possession of the Site**

8.1 The Employer shall give possession of the Site to the Contractor alongwith the **acceptance letter.**

## **9 Settlement of Dispute**

9.1 If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity or termination or the execution of the works, whether during the process of works or after completion and whether before or after termination or breach of the Contract, the Parties shall seek to resolve any such dispute or difference by referring the matter to Engineer in Charge. The Engineer in Charge will give its decision within fifteen (15)



days of referring the dispute. Either Party if not in Agreement with Engineer in Charge's decision, may within fifteen days of decision by the Engineer in Charge refer to the senior management of the Employer, who will give its decision with thirty (30) days of referring the dispute. Either Party if not in Agreement with senior management decision, may refer to arbitration pursuant to Clause no. 10 of General Conditions of Contract.

## **10 Procedure for Disputes Resolution**

10.1 The Arbitration shall be conducted in accordance with the arbitration procedure stated below.

The procedure for arbitration will be as follows:

10.1.1 In case of dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of three (03) arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the Parties to reach upon a consensus within a period of thirty (30) days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration/President of the Institution of Engineer (India)/The International Centre for Alternative Dispute Resolution (India).

10.1.2 If one of the Parties fails to appoint its arbitrator in pursuance of sub-Clause 10.1.1 above within 30 days after receipt of the notice of the appointment of its arbitrator by the other Party, then the Indian Council of Arbitration/President of the Institution of Engineer (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration /President of the Institution of Engineer in Charges (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the Parties.

10.1.3 Arbitration proceedings shall be at Jaipur, Rajasthan, India, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.

10.1.4 The decision of the majority of arbitrators shall be final and binding upon both Parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each Party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such Party or on its behalf shall be borne by each Party itself.

10.1.5 Without prejudice to the above provision, Where the amount in dispute is Rs.50 lacs and below, the disputes or differences arising shall be referred to the Sole Arbitrator. To be nominated by employer. The arbitration will take place in accordance with the Indian Arbitration and Conciliation Act 1996. The Arbitration shall be at Jaipur. Arbitration may be commenced prior to or after completion of the contract provided that the obligation of the employer and the

contractor shall not be altered by reason of the arbitration being conducted during the progress of the contract.

10.1.6 Performance under the Contract shall continue during the arbitration proceedings and subject to the satisfactory performance of the Contractor, payments due to the Contractor by the Employers shall not be withheld, unless they are the subject matter of the arbitration proceedings.

## **B. TIME CONTROL**

### **11 Avoidance Of Delay**

- 11.1 It is paramount that the Contractor shall constantly plan his work so as to most efficiently utilize all or any available part or parts of the Site, any completed part or parts of another Contractor's works which is to be integrated into the Contract Works (if any), the available drawings and all others matters as are available to him, as well as his own resources in order to avoid or reduce any standstill and down time.
- 11.2 In the event that the Contractor cannot commence or proceed with a particular part of the Contract Works as per the programme furnished to the Employer in accordance with Clause 12.1, for any reason whether attributed to the Contractor or not, the Contractor shall be obliged to reschedule and proceed with other parts of the Contract Works at no costs to the Employer to ensure that the completion date of the Contract Works will be met.
- 11.3 Should the Contractor fall behind any program submitted in accordance with Clause 12.2, due to any act, default, neglect or omission of the Contractor and requires over-time, night work or shift work and /or an increase of man power and/or construction plant to regain the scheduled progress (whether or not instructed by the Employer), the cost of such measures shall be borne by the Contractor.
- 11.4 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer in Charge for approval a Construction Program including Environmental Management Plan.
- 11.5 The Engineer in Charge's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer in Charge again at any time. A revised Program is to show the effect of Variations.

### **12 Extension of the Intended Completion Date**

- 12.1 **Time shall be of the essence with respect to the commencement and completion as per the key Contractual dates as mentioned in the Contract Data as Milestones for the execution and completion of the Contract Works as stated.**
- 12.2 The Contractor acknowledges that a high rate of working is required to achieve the Dates for Completion of the Contract Works and Contractor shall be deemed to have allowed for shift working, sufficient plant, labour, floodlighting and any or all other measures to achieve the same.
- 12.3 The Dates of Completion of the Contract Works may be extended by the Employer subject to compliance by the Contractor with Clause 11 (Avoidance of Delay), by such period which reasonably reflects any delay in completion of the Contract Works which, notwithstanding due diligence and taking of all reasonable steps by the Contractor to avoid or reduce the delay as provided for in Clause 11, is caused:-

- a) By the occurrence of an event of Force Majeure;
- b) By a delay in handing over of the Site or part of the Site by the Employer after the Dates for Commencement of the Contract Works;
- c) Any variations requested by the Employer;
- d) By other Contractors carrying out works not forming part of the works to be carried out under the Contract, and employed by the Employer;
- e) By an instruction to suspend the Contract Works issued by the Employer pursuant to this Contract provided that such suspension is not due to the default of the Contractor;

and which affects the Contract Works PROVIDED that such delays are not due to the Contractor. PROVIDED FURTHER THAT if, while the Contractor is continuing works during the period when liquidated and ascertained damages are being deducted, the Employer gives instruction or matters occur which would entitle the Contractor to an extension of time then the Employer shall assess and give the Contractor an extension of time and so notify the Contractor accordingly.

- 12.4 It shall be a condition precedent that the Contractor shall notify the Employer in writing of any factors and the relevant Contract provision (if any) which entitles Contractor to an extension of time together with a statement of :
- a.) the reason why the delay in completion of the Contract Works is likely to result or has resulted;
  - b.) an estimate of the period by which the Contract Works are likely to be or had been delayed; and
  - c.) details of steps that the Contractor proposes to take to avoid or reduce the delay; within seven (07) days of the commencement or occurrence of any such factor or such extension of this seven (07) days period as the Employer may allow.
- 12.5 The Contractor shall notify The Employer within fourteen (14) days of the cessation of the factors notified to The Employer under Sub-Clause 12.4; to enable any provisions, that the Contractor may require to the proposed extended Date for Completion to be made as quickly as possible and such other particulars as shall be reasonably necessary to enable the Employer to properly consider the revision.
- 12.6 Without prejudice to any other grounds which do not entitle the Contractor to an extension of time, the Contractor shall not be entitled to extensions of time for delays resulting from weather conditions, or discrepancy in the Contract Documents, whether such events affect the Contract Works or not.
- 12.7 Notwithstanding the foregoing, the Employer shall not be obliged to take into account any circumstances that are not notified to The Employer in accordance with the periods referred to in Sub-Clause 12.3 and 12.4.
- 12.8 The Employer shall as soon as is reasonably practical after receipt of the Contractor's notification furnished in accordance with the sub-Clause 11.3 determine and notify the Contractor in writing of any extension of time to which the Employer considers the Contractor is entitled under Sub-Clause 12.4.

- 12.9 The Contractor had agreed NOT TO CLAIM for all costs, loss and /or expense suffered or incurred by reason of any extension of time granted by the Employer in accordance to Sub-Clause 12.4 herein.

### **13 Force Majeure**

- 13.1 Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include the following:
- 13.1.1 War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war, rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, riot, civil commotion and terrorist acts, confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government authority or act of any local state or national government authority
- 13.1.2 Strike (other than strike by employees/staff/labour of Contractor or Sub-Contractor), sabotage, embargo, import restriction, epidemics, quarantine and plague.
- 13.1.3 Earthquake, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or nuclear or other natural disaster

### **14 Delays Ordered by the Engineer in Charge**

- 14.1 The Engineer in Charge may instruct the Contractor to delay the start or progress of any activity within the Works.

## **C. QUALITY CONTROL**

### **15 Identifying Defects**

- 15.1 The Engineer in Charge / Architect shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer in Charge may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer in Charge considers may have a Defect.
- 15.2 The Contractor shall permit the Employer's technical auditor to check the Contractor's work and notify the Engineer in Charge and Contractor of any defects that are found. .

### **16 Correction of Defects**

- 16.1 The Engineer in Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. Once the defects are notified to the contractor the Defects Liability Period shall extend automatically for as long as Defects remain to be corrected.
- 16.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer in Charge's notice.

## **17 Uncorrected Defects**

- 17.1 If the Contractor has not corrected a Defect within the time specified in the Engineer in Charge's notice, the Engineer in Charge will have the right to engage third party to the defects rectified at risk & cost of the contractor along with overheads. Such amount will be recovered from the Contractor.

## **D. COST CONTROL**

### **18 Bill of Quantities**

- 18.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 18.2. The Bill of Quantity is used to calculate the Contract Price. The Contractor Shall be paid for the actual quantities executed & inspected & duly approved and accepted by the Engineer in Charge and the Contract Price shall be adjusted based on approved actual quantities of the Contract works as described in Bill Of Quantity for each item.
- 18.3. The rates set out in the Bill of Quantity (BOQ) are fixed, firm and shall be inclusive of all costs and expenses as under. No escalation in rate is permitted during the tenure of contract and shall not be subject to variation on any account what so ever.
- 18.3.1 Preliminaries works / costs such as site measurement, supervision, setting out, insurances, water, electricity/power, security/ watch & ward protection of public, working around and in connection with underground services, cables, pipes, etc. working/liaison with consultant engineers, Government and other Relevant Authorities etc.
- 18.3.2 All associated temporary and false works.
- 18.3.3 Preparation and maintenance of access and / or haul road, etc.
- 18.3.4 All tests, sampling, inspection, reports, opening up of works and related works (including testing on materials supply by Employer).
- 18.3.5 Material, labour, plant, equipment, machinery, tools and all related costs.
- 18.3.6 Shifts works, night works, overtime works, incentives, bonus, related labour employment costs etc.
- 18.3.7 Working with site constraints and conditions.
- 18.3.8 Liaison, including dealing and compliances with requirements, restrictions, etc. of all Relevant Authorities.
- 18.3.9 Overhead cost, profits, etc.
- 18.3.10 Protection and maintaining all Contract works and any thing affected by the Contract works until completion and handing over.
- 18.3.11 Coordination with Development Commissioner Office located within the SEZ for verification etc. for availing benefits of exemptions for works within SEZ
- 18.3.12 Any other costs and / or expenses deemed necessary for the due execution and completion of the works.

- 18.4 This Project is an SEZ. As per Special Economic Zone Act 2005, all the taxes, duties, royalties, levies (except income tax on the profit of the Contractor) are exempted; hence, the quoted rates shall be exclusive of all taxes, duties, royalties, levies, service tax etc. Any tax component, considered shall be indicated separately and shall be admissible only if applicable, proof of payment of such taxes will be required for acceptance of claim in there respect. The Contractor shall put his best efforts to forward the exemptions and benefits granted by the Government he gets from time to time. Employer shall deduct Tax Deduction at Source (TDS) for such taxes at the rates fixed and revised by Relevant Authorities from each payment/bill due to Contractor. Employer shall issue TDS certificate in favour of Contractor for the TDS so recovered. In case employer is not able to avail any tax benefit due to negligence or non compliance of SEZ rule and regulation by contractor then the same will be recovered from contractor.
- 18.4.1 The rates as contained in the BOQ shall include all PF, ESI etc. and all other payment as per the statutory requirements. The Contractor shall produce proof of compliance of such requirement to the Employer and upon submission of such proof only, the Employer shall release periodic payments to the Contractor. In the event that the Contractor fail to produce such proof / paying such payment, Employer shall pay such payment direct (but is not obliged) to the Relevant Authorities and shall recover the same from whatsoever monies due or to become due to the Contractor along with 15% overhead charges.

## **19 Alterations, Additions and Omissions**

### **19.1 Variations**

The Engineer in Charge shall make any variation of the form, quality or quantity of the Works or any part thereof that may have been approved by the Employer and he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work included in the Contract,
- (b) omit any such work,
- (c) change the character or quality or kind of any such work,
- (d) change the levels, lines position and dimensions of any part of the Works, and
- (e) execute additional work of any kind necessary for the completion of the Works.

and no such variation in any way vitiate or invalidate the Contract, but the Value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

### **19.2 Orders for Variations**

No such variations shall be made by the Contractor without an order in writing of the Engineer in Charge. However, provided for under Clause 19.1 no order in writing shall be required for an increase or decrease not exceeding twenty five per cent (25%) in the total quantity of the works where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. However the

contractor shall seek prior written approval before executing quantities exceeding the bill of quantities.

### **19.3 Valuation of Variations**

All extra or additional work done or work omitted by order of the Engineer in Charge shall be valued at the rates and prices set out in the Contract, if, in the opinion of the Engineer in Charge, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the extra or additional work then suitable rates or prices shall be derived from similar items in the contract or based on actual market rates with 15% over head & profits as decided by the Engineer-in-charge.

### **19.4 Power of Engineer in Charge to Fix Rates**

Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the Works or to any part thereof shall be such that, in the opinion of the Engineer in Charge, the rate or price contained in the Contract for any item of the Works is, by reason for such omission or addition, rendered unreasonable or inapplicable, then a suitable rate of prices shall be agreed upon between the Engineer in Charge and the Contractor. In the event of disagreement the Engineer in Charge shall fix such other rate or price shall, in his opinion, be reasonable and proper having regard to the circumstances.

Provided also that no increase or decrease under the Sub-Clause 19.4.1 of this Clause or variation rate or price under Sub-Clause 19.4.2 of this Clause shall be made unless, as soon after the date of the order as is practicable but not later than seven days and in the case of extra or additional work, before the commencement of the work as soon thereafter as is practicable but not later than seven days notice shall have been given in writing:-

19.4.1 by the Contractor to the Engineer in Charge of his intention to claim extra payment of a varied rate of price,

19.4.2 by the Engineer in Charge to the Contractor of his intention to vary a rate or price.

### **19.5 Variations Exceeding 25% (percent)**

If, on certified completion of the whole of the Works it shall be found that a reduction or increase greater than 25% (twenty five per cent) of the Contract value results from:

19.5.1 the aggregate effect of all Variation Orders, and/or

19.5.2 all adjustments upon measurement of the estimated quantities set out in the Bill of Quantities.

19.6 but not from any other cause, the amount, beyond 25% (twenty five per cent) of the said adjusted Contract value shall be subject to amendment by such sum as may be agreed between Contractor and the Engineer in Charge or, failing agreement, fixed by the Engineer in Charge having regard to all material and relevant factors, including the Contractor's Site and general overhead costs of the Contract.<sup>1</sup>

## **20 Tax**

20.1 The rates quoted by the Contractor shall be deemed to be exclusive of taxes which are exempted under **SEZ Act 2005** and separate disclosure of all taxes which are not



exempted alongwith basic rate in the bid. In case, any tax is levied inspite of Employer giving all requisite documents to the Contractor and Contractor's best efforts, same shall be paid extra to the Contractor upon Contractor submitting proof of such payments.

- 20.2 INCOME TAX: Deduction of income tax at source will be made by the Employer at the applicable rates which is obligatory as per the provisions of Income Tax Act. It shall be the responsibility of Contractor to arrange and produce a "No Deduction Certificate" from the Income Tax Authorities, if the payment of their invoices are to be made without deduction of Income Tax at source.
- 20.3 If any tax exemptions, concessions, reductions, allowances or privileges may be available to the Employer, the Contractor shall use its best endeavours to enable the Employer to benefit from any such tax savings to the maximum allowable extent.

BASE DATE : Base date for reimbursement of any new enactment in taxes, duties and levies by central or state govt. or any other statutory authorities as applicable to the Contract, shall be seven (7) days prior to the date on which the price bid or revised price bids were stipulated to be received.

## **21 Retention**

- 21.1 Retention Money at the rate of 5 % of the value of work done for each running bill will be deducted until the actual completion of work, up to a maximum of 5% of Contract Price.
- 21.2 Retention money shall be refunded within 30 days after discharge of defect liability period of 12 months.
- 21.3 No retention sum shall be deducted from interim progress payment subject to the submission of an unconditional bank guarantee from a scheduled bank in the Employer's format equivalent to 5% of the Contract Price which would valid up to the Completion of Defect Liability period with 180 days extra claim period.

## **22 SUPPLY OF MATERIAL (Cement, Reinforcement Steel )**

- 22.1 The Employer shall supply following material for incorporation into permanent works on reconciliation basis, free of cost. Wastage at a rate of 3% will be permitted for reinforcement steel as scrap only and it must be returned to MWCJL. For quantity of consumption in excess of allowed values, deduction will be effected from the Contractor's bill at current market price or Employer's average purchase price plus 100% whichever is higher.
- 22.2 The Contractor's rates shall include for receiving the materials, unloading from transport trucks, storing, wastages and transporting to the place of work.
- 22.3 For reinforcement steel, the Contractor's rates will include for cutting, bending, binding wires, and placing in position at all heights as per the BOQ. Wastages up to 3% on consumption of steel will be considered. Actual Rolling Margin will be recorded for every consignment and affected accordingly.
- 22.4 Wastage on any materials (Except steel reinforcement) will be to the Contractor's account.

22.5 The Contractor shall provide the requirement of the materials well in advance, at least by 30 days, and no delay due to non-availability of materials on time will be accepted.

22.6 Damage to materials:

Any item damaged by the Contractor, after taking delivery will be made good by the Contractor at his own cost (Same make and size), or the Employer will deduct 2 times the cost of such material.

22.8 The Employer reserves the right to supply any other material / materials also and the Contractor acknowledges that such supply of material shall affect his rates quoted in Bills of Quantities.

The Contractor accepts that in the event of supply of any material from Employers side pursuant to Clause 22 (Supply Of Material). The Item rate quoted by the Contractor shall be re-calculated and the Contractor will not make any claim whatsoever in account of material part of the rates (including all profits, overheads, taxes etc. all) quoted by him in the Bills of Quantity. The coefficient of the materials shall be determined based on CPWD.

22.9 The material provided/supplied by the Employer shall continue to rest with the Contractor till the works are handed over to the Employer. The Contractor shall not utilize such supplied material or deal with them in any manner whatsoever except for use in execution of permanent works under this Contract.

22.10 The Contractor shall submit his material requirement schedule to the Employer minimum four (04) weeks in advance or as advised at the time of commencement of works. The Contractor shall submit bar bending schedule and quantity calculation to Employer prior to the supply of material along with the material requisition.

22.11 All material supplied to the Contractor shall be unloaded and safely and properly stored by the Contractor at his own cost and risk. The Employer in any event shall not be responsible for any loss, damage, theft, pilferage etc.

22.12 The Contractor shall maintain a proper account of all such material and shall submit returns and documents of consumption. The Contractor shall submit a statement with each running bill to Employer reconciling the quantity of material drawn from Employer and quantities consumed.

22.13 In case of steel of cut lengths of bars below the following size shall be ranked as wastage. Cut bars higher lengths shall be treated as prime steel:

- i) bars of 16 mm dia and above dia – 4 m long
- ii) bars of below 16 mm dia – 2 m long

Rolling margin shall be established for every lot of steel and for every diameter between the Engineer in Charge and the Contractor.

22.14 The free issue steel shall be used in the works as per the Scope Of Works pursuant to Clause 2 of Special Conditions Of Contract. 3% wastage in the form of scrap steel shall be allowed to the Contractor. The scrap steel shall be employer's property. Contractor will not be permitted to utilize/dispose the same either within the SEZ or out side the SEZ.

- 22.15 For reconciliation purpose, the consumption of any material (supplied by the Employer) shall be calculated based on CPWD consumption co-efficient, however for mix design materials coefficient derived from the approved mix design shall be taken into account.

## 23 Liquidated Damages

- 23.1 If the contractor fails to complete the works by the date of completion as stated in the Tender or within extended time as per agreed project baseline schedule, the Owner shall withhold a sum calculated at the rate of 0.5 % of the total contract value per week (or part thereof) of delay as liquidated damages for the period during which the said work shall so remain or have remained in-complete. The owner may deduct such damages from any money's otherwise payable to the contractor under this contract, up to a maximum of 5.0 % of the total contract value after which Owner will have right to terminate the contract and claim for compensation from contractor for the financial losses on account of delay of project. The contractor admits that the loss shall always be caused if there is failure on its part..
- 23.2 The delay shall be assessed based on average delay over all due milestones. Reconciliation statement for Project Tracking giving detail of delay, duly verified by Engineer-in-Charge / project manager shall be submitted alongwith monthly running bills.
- 23.3 The Liquidated Damages imposed for not achieving intermediate milestone shall be subjected to refund/adjustment in case of Contractor achieve the final Milestone with the period as stipulated in the Contract.
- 23.4 Time shall be of the essence with respect to the commencement and completion as per the key Contractual dates for the execution and completion of the Contract Works as stated in Contract Data**, and payment or deduction of liquidated damages shall not relieve the Contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the Contractor's obligations and liabilities under the Contract.

## 24 Bonus

- 24.1 For early completion of Contract before the stipulated date of completion or such later date as authorized by the Employer, incentive shall be paid to the Contractor at 0.25% of the Contract price per week of early completion, subject to a maximum of 2.5% of Contract price. This incentive shall be applicable in cases where completion of work before scheduled dates lead to tangible benefits.

## 25 Advance Payment

- 25.1 Mobilization Advance :** No Interest bearing mobilization advance equivalent to 10% of the contract value against irrevocable bank guarantee from the scheduled bank, in the approved format, may be paid to the Contractor. The Mobilization advance shall be proportionately recovered from the contractor's running bills in such manner that full recovery of amount is effected on completion of 80% value of work done. The mobilization advance will be paid in two equal installments, 1<sup>st</sup> on signing of the contract agreement and submission of Bank Guarantee and Performance Guarantee of full amount and the 2<sup>nd</sup> installment on completion of concreting of first slab of the buildings and Mobilization of Major Equipment.

The value of bank guarantee for mobilization advance may be reduced to the extent of such advances recovered by the Employer subject to the condition that the value of bank guarantee amount at any time, remain same or more than the recoverable outstanding amount. The bank guarantee shall be released as and when the corresponding advance amount is deducted from the bills of the Contractor

The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other relevant documents to the Engineer in Charge.

The advance payment shall be recovered by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance (mobilization and equipment only) payment or its repayment in assessing valuations of work done, Variations, price adjustments or Liquidated Damages.

## **26 Performance Security**

The Performance Security in the form of unconditional bank guarantee shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount equal to 5% of Contract Price from a Nationalised or Scheduled bank in the Employer's prescribed format the Performance Security shall be valid until a date 180 days from the date of expiry of Actual Date of Completion.

## **27 Defect Liability and Cost of Repairs**

- 27.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Actual Date of Completion and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions. The Contractor shall be responsible to make good at his own expense any defect which may develop within the period mentioned as Defect Liability Period in the Contract Data. The Employer shall give the Contractor a notice in writing about the defects and the Contractor shall repair the defect within maximum of seven (07) days or fourteen (14) days depending upon whether the defect is minor or major. If the Contractor fails to repair/remove the defect, the Employer may get the work execute from others at Contractor's risk & cost . The Employer shall have the right to appropriate all or part of the Retention Money towards the expense in repairing the defects.

# **E. FINISHING THE CONTRACT**

## **28 Completion**

- 28.1 After completion of the work, the Contractor will serve a written notice to the Engineer in Charge to this effect. The Engineer in Charge upon receipt of this notice shall conduct a complete joint survey of the work within seven (07) days and prepare a defects list jointly. The defects pointed out by the Engineer in Charge or his nominee would be rectified by the Contractor within fourteen (14) days and thereafter

acceptance report be signed jointly by the Contractor, Engineer in Charge and the Employer. And a '**Completion Certificate**' shall be issued to Contractor by Employer.

## **29 Taking Over**

29.1 The Employer shall take over the Site and the Works within seven days of the Engineer in Charge issuing a certificate of Completion.

## **30 As Built Drawings**

30.1 The Contractor shall supply "As Built" Drawings 3 sets (hard copy) and soft copies in CAD format in CD alongwith Operation & Maintenance Manuals, SOPs and Gurantees by the dates stated in the Contract Data.

30.2 Contarctor's rates include the As-built drawings and associated manuals.If the Contractor does not supply the As Built drawings by the dates stated in the Contract Data, or they do not receive the Engineer in Charge's approval, the Engineer in Charge shall withhold the amount stated in the Contract Data from payments due to the Contractor.

## **31 Termination Of Contract**

31.1 Due to any default by the Contractor, the Employer shall be entitled to terminate the Contractor's employment under the Contract by giving one (01) week advanced notice in writing by stating the reason. The date after seven (07) days from the date of issuance of the Termination Notice shall hence be defined as "Date of Termination". The Contractor will be paid for all works duly and properly completed up to the Date of Termination but shall not be entitled to anticipated profit or any consequential or indirect loss or damage and shall hold harmless and indemnify the Employer against Contractor's Contractors/suppliers or third parties arising from termination under this Clause.

31.2The Contractor had agreed in the event of delay in progress or non-achievement of the Milestone Dates, The Employer shall reserve the sole discretion right in deploying its own plant and machinery or engaging third party to speed up the Contractor's works and the Contractor's Contract shall be terminated with written notice at any point of time without any compensation or claims to be paid to the Contractor. All additional / extra cost incurred by The Employer shall be charged to the Contractor due to such event.

## **32 Payment upon Termination**

32.1 Full payment to Contractor's workers, Contractors, suppliers and third parties engaged by the Contractor for any portion of the Contract works shall be paid in full by the Contractor and thereafter must be removed from site on or before the Date of Termination. If the Contractor failed to make full payment to these workers, Sub Contractors, suppliers and third parties and/or remove them from site on the Date of Termination, then the Employer will carry out such duties on behalf of the Contractor. The Employer will recover all cost incurred due to the performing of such duties on behalf of the Contractor by making deduction from amount/s due to the Contractor or by any other process.

## **33 Breach Of Contract**

The following events shall be fundamental breach of Contract:

33.1 The Contractor has contravened any Clause / sub-Clause of the Conditions of Contract.

33.2 The Contractor does not adhere to the agreed construction program and agreed environmental management plan and also fails to take satisfactory remedial action as per Agreements.

The Contractor shall carry out all instruction of the Engineer in Charge which comply with the applicable laws where the Site is located if the Contractor fails to carry out the instructions of Engineer in Charge within a reasonable time determined by the Engineer in Charge in accordance with General Condition of Contract Clause **11**

## Special Conditions of Contract

### 1. General

The Contractor is advised to note that the following Special Conditions are part of the Contract and he will not have any right to claim at any time for delays or for expenditure incurred by him in fulfilling the following special conditions.

### 2. Scope of Works

The Contract Works shall comprise of but not be limited to:-

The scope of work is for the construction of Mahindra Technology Park Building civil and structure works as defined in BOQ

The work to be carried out under the contract shall include all the items given in the Bill of Quantities and such other item as may be instructed by the Employer time to time and shall expect as otherwise specified in these conditions include all labour, materials including wastage, tools plant equipment and transport, hoisting, setting and fitting in position and other infrastructural facilities etc. which may be required in preparation and completion of the works.

All the above shall be as per issued relevant drawings, Specifications of IS and other relevant National and International Standard Specifications and good engineering practices, safety measures as required all as per agreed construction methodology in consultation and coordination with and under the inspection of the Employer's personnel / design consultants.

All the Contract Works shall be executed in full compliance with the Specifications of the Contract and all requirements and always to the satisfaction of the Employer.

The Contractor acknowledge that he understands the Special Economic Zone (SEZ) rules and regulation as per **SEZ Act 2005** and he further acknowledge that he will abide all the rules and regulations of SEZ Act, laws related to custom duties, notified area and all other related things affecting the Contract works directly or indirectly and shall keep the employer harmless from any violation of the provisions of SEZ Act 2005.

The Contractor shall resolve local constraints and problems, liaise, seek, and obtain any consent, permit, license, approval, etc. from all Relevant Authorities including paying all fees, charges, levies, etc all at his own cost.

Clearing all debris and disposing to location approved by Municipal authorities during progress of Contract works and before and after the dates of Completion.

All temporary works, haul/access roads that are necessary for the proper and due completion of the Contract Works.

### 3. Milestone dates:

Milestone date shall be as negotiated and agreed at the time of award of contract.

#### **4. Schedule of Works**

The Contractor shall submit a work schedule including the commencement date, to reflect the ground realities and indicating the milestones.

#### **5. Measurements**

The payable quantity (ies) against the executed work shall be determined on the basis of quantity certified, wherein certification conducted jointly by the Contractor and the Engineer-in-Charge. Work accepted, approved and certified by the Contract Dept. / PM, will only be paid for as specified in Bills of Quantities and payments shall be at the same rates.

#### **6. Method of Measurements**

The mode of measurement will be as per IS 1200 (Part I & II), Unless specified: The Contractor may from time to time intimate to the Engineer in Charge that he required the works to be measured, and the Engineer in Charge shall within a reasonable period of time take such measurements and calculations and to furnish all particulars or to give full assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications; a copy of such measurements shall be given to the Contractor for preparation of his bills. However, the Contractor shall be responsible for preparation and submission of his bills.

All authorized extra works, omissions and all variations made without the Employer's knowledge, if subsequently sanctioned by him in writing shall be included in such measurements.

#### **7. Running Account Bills**

The Contractor has to prepare and submit the Running Account Bills in triplicate once in a month along with details measurements in serially machine numbered register, abstract sheets, deviation statement and any specific instructions which may be given in this regard by the Engineer In-Charge shall also be attached to by the contractor

##### **Running Bill Certification:**

The Contractor shall prepare and submit running bill to the Engineer In-Charge once a month throughout the construction period considering that No payment shall be made for works estimated to cost less than rupees 1 (One) Lac.

All Running Bills shall be accompanied with the detailed material reconciliation statement for cement, steel and other Owner Supplied Materials.

Retention Money and Mobilization Advance shall be applied to interim billings as mentioned elsewhere in the conditions of contract.

Cost of materials if any issued by the Employer shall be recovered from the running bills at rates specified in the Contract, any shortage of material will be recovered with 100% penalty.

Within 5 days of the receipt of Contractor's running bill for payment, the Engineer In-Charge / Employer's representative shall check and point out corrections, if any to be made in the bill. The Contractor shall correct the bill and resubmit the same to the Engineer In-charge.



Within 10 days of receipt of the corrected bill from the Contractor, the Engineer In-charge/ Employer representative shall check the bill and forward the same to Manger Contract for verification for certification, who will certify the amount due to Contractor and recommend payment of the amount by the accounts department to the Contractor

Within 6 days of receipt of the bill from Engineer In-Charge, account dept will release the payment along with certificate showing details pertaining to works done, total recoveries and statutory deductions.

Any running / interim Certificate of Payment given by the Infra / Account Dept. relating to work done or the materials delivered shall be adhoc in nature and may be modified or corrected by any subsequent interim Certificate or the Final Certificate of payment.

An interim payment not exceeding 75% of the provisional bill amount may be certified by the Engineer-in-charge. Balance payment shall be made once Engineer-in-charge certifies quantity and item rate. Interim payment can be made within 7 days of engineer-in-charge certificate.

### **Final Bill payment**

The Final Bill shall be submitted by the Contractor within two month of the date of Completion of the Work or if the work is completed earlier, within one month of such completion. The contractor shall give to the employer a detailed account of the total amount which he consider payable to him under the contract..

The final bill will be checked in terms actual measurement at site, quality of works and material supplied / used, approved extra items, by the Engineer In-Charge within **30** days from the date of the bill is received by the Engineer In-Charge, provided the contactor has complied with all formalities as described in various clauses of the Contract and thereafter the same would be forwarded to the next concerned dept.

The payment of the final bill shall be made to the Contractor by the Employer within 15 days from the receipt of the Engineer in-charge approval certificate for payment.

No further claim shall be made by the Contractor in respect thereof even after submission of the final bill and the same shall be deemed to have been fully waived and absolutely extinguished.

The final billing shall be accompanied by all substantiating documents as required for running bills with the addition of the following items that shall be supplied by the contractor:

All written guarantees / warrantees and spares required by the Contract documents.

Operation and Maintenance manuals and instructions for equipment and apparatus.

Re producible and blue prints of all requisite As Built drawings along with the soft copy thereof on latest version of AutoCad software.

**Certificate for payment format : (may be finalized later with the Engineer In-Charge)**

	Value of Work done for Interim Certificate As per Contract	(a)
Add (+)	Additional Work , Extra Items Duly sanctioned by the Engineer In-charge	(b)
	<b>Total - Wrok Done (a+b)</b>	<b>( 1 )</b>
Less (-)	<b>Deductions :</b>	
	Retention 5% on '1' subject to a maximum of 5% on Contract Value	©
	Value of Material issued by the Employer (Actually used by the Contractor in the work competed up to this bill)	(d)
	Mobilization advance recovered (on pro rate basis from Running Bills in such manner that full advance can be recovered by when 80% work done)	(e)
	Previous Payments made (Payment made till date including Advance/ Adhoc payments made upto the period of this bill)	(f)
	<b>Deductions (c+d+e+f)</b>	<b>(g)</b>
	Deduction on Govt. / Statutory liabilities such as TDS etc.	(h)
	<b>Total Deductions (g + h)</b>	<b>( 2 )</b>
	Net Value of This Bills (Amount payable)	<b>( 1 - 2 )</b>

**8. Subcontract or Subletting of Works****Sub-Letting:**

No part of the Contract shall be sublet without the written permission of the Employer nor shall transfers be made by the 'Power of Attorney' authorizing others to carryout the work or receive payment on behalf of the Contractor.

**Sub-Contract:**

- 7.2.1 The Contractor is not permitted to subcontract any part of his works in this Contract without prior approval in writing from the Employer. It may be made clear that under ordinary circumstances, no subcontract shall be permitted.
- 7.2.2 In any case, whether any part of the works is subcontracted or not; the principal liabilities of the works shall lie with the Contractor.

## **9. Contract Drawings**

The Engineer in Charge shall issue free of charge Two sets of Contract Drawings, approved for construction, to the Contractor. Additional copies as and when required shall be supplied by the Engineer in Charge and costs shall be reimbursed by the Contractor.

The Engineer in Charge may from time to time during the course of the Contract issue the Contractor with revised Contract drawings and the Contractor shall ensure that all superseded drawings are removed from site and replaced by revised Contract Drawings.

The Contractor shall ensure that a complete up to-date list of drawing is maintained at site. All Contract Drawings shall be properly filed and indexed for ready reference.

The Contractor shall ensure that only the valid up to-date Contract Drawings are used for preparation of Working Drawings, setting out, construction, etc. shall be carried out as per valid Contract Drawings.

The privilege of the authorship and Employership of drawing and designs of the building remains with Engineer in Charge. Drawings and design prepared by their Consultants shall be used only for the purpose specified in the Contract and all drawings issued shall be returned To Engineer in Charge after completion of works.

9.6 The Contractor shall submit shop and fabrication drawings as required by the Engineer-in-Charge.

9.7 Contractor is not authorize to disclose drawings or any part of drawing and photographs of site without written approval from the Employer.

## **10 Additional Work**

Any additional works, instructed during the Contract Period and within the Contract Amount, will be paid as per Bill of Quantity rates and it shall not be considered as a cause for the Contractor to claim for delay, incurred overhead, mobilization etc.

## **11 Protection of the Works during Contract Period**

It is clearly understood that any damage occurring to the Works (completed or under execution) is the Contractors responsibility and no claims will be entertained by the Employer since the matter shall be covered by the relevant Insurances.

## **12 Discrepancies in alignment**

Discrepancies in alignment and levels etc. noticed during construction and/or on completion shall be rectified (including affected works executed by other Contractors) by the Contractor at his own cost and risk, Engineer in Charge's approval does not relieve the Contractor of his responsibilities.

## **13 Temporary Power and Water Supply**

All costs, both for power supply and temporary installations and Power and Water required for construction and labour shall be borne by the Contractor.

## **14 Site Offices of the Contractor**

The successful Bidder is to provide and maintain a site office at a location approved by the Engineer in Charge, within 15 days from the date of issue of Notice to Proceed.

## **15 Site Laboratory of the Contractor for Tests**

The successful Bidder is to provide and maintain a well equipped site laboratory at a location approved by the Engineer in Charge, within 15 days from the date of issue of Notice to Proceed.

If the Engineer in Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect all such test/tests shall be carried out by the Contractor at his own cost and shall be deemed to be included in the rates given by Contractor

## **16 Safety on Site**

The Contractor shall ensure full compliance of Safety Code. All measures to ensure safety of workers and plant at site shall be taken by the Contractor. The cost of all safety equipments and the cost of full compliance of provisions given in safety code at site would be deemed to be included in various Items of the Bill of Quantities and Rates.

## **17 As Built Drawings**

The Contractor shall prepare As Built Drawings both in hard copy and in digital format. The drawings shall be prepared for any given section of the work as soon as the work for that particular section is completed. Preparation of As Built Drawings shall keep pace with the work and shall not be left over towards the end of the project. Three (03) hard copies and one soft copy of all drawings shall be submitted.

No separate payment will be made for the preparation of As-Built Drawings; Cost of preparation of As Built Drawing is deemed to be included in all other priced bill items.

## **18 Labour**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer in Charge, deliver to the Engineer in Charge a return in detail, in such form and at such intervals as the Engineer in Charge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer in Charge may require.

The contractor shall make his/their arrangements for the engagement of all labour, skilled and unskilled. No Contractor shall employ any person who is under the age of 18 years.

The Contractor shall, in respect of labour employed by him, comply with or cause to be complied with the provision of various labour laws and rules as applicable to them from time to time in regard to all matters provided therein and shall indemnify the Employer in respect of all claims that may be made against the Employer for non-compliance thereof by the Contractor.

## **19 Contractor's Other Obligations**

- 19.6 All safety training and skill development of Contractor's workers and operators shall be carried out by the Contractor and all costs related to such training shall be borne by the Contractor as required under statutory law.

- 19.7 The Contractor shall obtain all necessary approvals/ permission from the Relevant Authorities including where necessary securing the presence of the Relevant Authorities or their representative to inspect and supervise the operations in connection with the Contract Works. The Contractor shall bear all costs, fees, charges etc so imposed for the attendance of the Relevant Authorities or their representatives.
- 19.8 The Contractor shall be responsible for any damage caused by any work carried out by Contractor to the existing services and utilities whether shown or not shown in the drawings from whatsoever cause arising thereof and shall make good to its original condition at his own costs and expense to the satisfaction of the Employer.
- 19.9 Upon completion of the Contract Works the Contractor shall remove and clear all debris, waste and/or any excess materials, construction plant, and temporary works from the site and shall do all things to clear up the site which shall include any cleaning where instructed by the Employer to other areas affected by the Contract Works. During the Contract period the Contractor shall ensure that the site is kept clean and in proper order and free from rubbish, waste or debris and Contractor shall do all things necessary to prevent any damage to or pollution or the creation of any health or environmental hazard at or around or adjacent to the Site.
- 19.10 The Contractor shall defend (if requested to), save harmless and indemnify the Employer against all claims, demands, interest, penalties, proceedings, damages, loss, costs, charges and expenses arising out of or in connection with any failure, neglect or omission, by the Contractor to perform his obligations under the Contract or any damage to property (including the Contract Works) or injury to person (whether resulting in death or not) caused or contributed by the Contractor and/or his servants or agents or independent Contractors appointed by the Employer to carry out works on behalf of Contractor (whether or not such claims, losses and/or damages have been insured by the Employer). In addition, this indemnity shall include all legal costs incurred by the Employer as a consequence of such claim, demand or proceeding being made.
- 19.11 The Contractor shall, subject to this Contract and other obligations imposed by law, execute the Contract Works and provide all labour, materials, construction equipment and all things necessary and incidental for the Contract Works to the satisfaction of the Employer and / or the Relevant Authorities.
- 19.12 **The contractor shall abide by labour laws. It will get itself registered under the provision of contract labours (Registration and abolition) Act'1970 and it will obtain a separate PF code number for payment of PF contribution to Fund. The contractor shall take all necessary precaution against the pollution of drinking water, underground water and for the protection of the environment, tree and vegetation etc.**
- 19.13 The Contractor shall bear all payments and other related costs on his own in connection with the execution and completion of additional, rectification, etc, works due to or caused by any act, default, neglect or omission by the Contractor. This shall also include the employment of consulting Engineer in Charges, professional experts and such other personnel as may be necessary for such works.
- 19.14 The Contractor acknowledges that he will not have any objection in re-structuring the Contract with respect to material and labour in order to realize the exemptions and benefits granted by the Government whenever required, and he will pass on such benefits to the Employer.

- 19.15 The Contractor shall indemnify the Employer against all claims in respect of patent rights and any or all other intellectual property rights, and shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages, cost of charges of all and every sort that may be legally incurred in respect thereof.
- 19.16 The Contractor shall never disclose, share, publish, and/or make copies of any drawing, specification, methodology or any other information in any manner given to the Contractor during the Contract or after the completion of the Contract without the written permission of Employer.

## **G. SAFETY MANUAL**

### **CHAPTER 01**

#### **1.0. THE MAIN CONTRACTOR.**

#### **1.1. RELATIONSHIP WITH THE CLIENT.**

A close relationship and continuous interaction must be maintained with the client by the Construction Manager of the main or managing contractor. The client does have specific safety and health requirements to be observed and co-operation with his contractor, throughout the contract is essential. The prospective main contractors are given information on which to base their tenders and at the Tender Stage; the prospective contractors are expected to understand fully the Scope and Design Intent of these provisions.

#### **1.2. Selection of sub contractors.**

Management contractors should select sub or works contractors, using the same criteria of practical safety policy. Again, it must be ensured that the terms of contracts include adequate provision for safe working and for specified safety and health items.

#### **1.3. Planning.**

**Detailed planning should take the following matters into account**

- Know hazardous operations, e.g., use of cranes and site transport, steel erection, excavation and false work, scaffolding, roof work, demolition, asbestos removal, etc.
- Requirement for plant and equipment to ensure safe working, or ease of handling.
- The sequence of work and its phasing between contractors, to minimise the possibility of one contractor placing another contractor's men at risk. Where appropriate, the segregation of contractors should be considered.
- The need to provide information, instruction and appropriate training, both on general site safety and on hazards specific in the site. The latter could range from restricted zones, permit-to-work systems and lifting operation, to the wearing of safety helmets.
- The need for fire precautions and emergency procedures.
- The need for environmental monitoring and health surveillance.
- Site security and foreseeable risks to the public, including the need for directional and warning signs
- Safe access across the site for persons, vehicles and plant. Thought should be given to arrangements for keeping the site tidy, accommodation for site staff, welfare, first aid and other facilities
- The provision of safe places of work at different stages of the job, including the provision of scaffolding for a number of sub or works contractors.

#### **1.4. Control.**

Sub and works contractors should be briefed about the safety policy and site rules of the main contractor at an initial safety meeting. Decisions on all other matters affecting safety and health should be laid down so that the responsibilities of all parties are made clear before contractors start work. Such matters should include.

- Appropriate precautions and work methods for identified hazards or hazardous work.
- Necessary plant and equipment and arrangements for its provision, maintenance use and inspection.
- The question of trade union or other workforce safety representation and the need for a joint safety committee.
- Arrangements for some form of induction training for new-starters on site.
- Arrangements for any specialist training.
- Arrangements for promulgating safety and health information, e.g. on site notice boards.

It is important that such safety and health arrangements are reviewed at the first project meeting, where the site management can set the tone for the conduct of work by resolving, at an early stage, any difficulties which may arise.

### **1.5 Co-ordination.**

The Construction Manager, appointed by the main contractor, must be totally responsible for compliance with health and safety code. He must appoint a Chief Safety Officer and form a Safety Committee along with operatives from sub vendors. This Safety Committee will be Chaired by the Client's representative and sit twice a week and report to the Project Controller. The Construction Manager must take suitable arrangements to ensure the effective co-ordination of the work of all contractors on site. He should ensure that he is kept informed on a day to day basis, of progress and problems which arise. Clear lines of communication should be set up between each contractor and the Safety Officer of the Main Contractor. Operatives must also know whom to contact over safety and health matters requiring action or a decision. Such effective co-ordination will be enhanced by ensuring that 'safety and health' figures prominently on the agenda of regular project meetings. Safety Committee's weekly report must be submitted to the Project Controller in every Project Meeting.

### **1.6 Monitoring.**

Arrangements must be made for safety and health monitoring of the site on a regular basis. This will include, not only ensuring the safety of such items as scaffolding excavations and plant but also environmental matter such as hazardous dust fume noise etc. In all cases, the Construction Manager should ensure that daily site inspections are carried out, by Safety Officer, more in depth inspections being done periodically by visiting safety advisers. It may be necessary for arrangements to be made for specialist occupational health and hygiene advice. The Check List for daily inspection is given in the following Chapters.

### **1.7 Records.**

The main contractor should ensure that all statutory notifications, examinations and inspections are carried out. Except for plant used exclusively by individual contractors, all records should be kept by the Construction Manager.

### **1.8 Standards.**

The following standards shall be followed, unless more onerous provisions have been specified in the Safety Provisions given in this Code.

IS: 3696 (Part I) - 1966 Safety code for scaffolds and ladders: Part I Scaffolds

IS: 3696 (Part II) - 1966 Safety code for scaffolds and ladders: Part II Ladders

IS: 3764-1966- Safety code for excavation work.

IS: 4082-1977- Recommendations on stacking and storage of construction materials at site (first revision)

IS: 4130-1976- Safety code for demolition of buildings (first revision)

IS: 4912-1978 -Safety requirements for floor and wall openings, railings and toe boards (first revision)

IS: 5121-1969- Safety code for piling and other deep foundations

IS: 5916-1970- Safety code for constructions involving use of hot bituminous materials.

IS: 7205-1974- Safety code for erection of structural steel work.

IS: 7969-1975- Safety code for handling and storage of building materials.

IS: 8989-1978- Safety code for erection of concrete framed structures.

### **1.9 Non Compliance of Safety and Health Provisions:**

The Compliance of the Safety and Health provisions are of utmost important to the Client. The prospective contractors must note that the client will take a serious view of any non compliance report of Safety Committee. Based on Safety Committee's report, the Client has a right to order stoppage of work till rectification is carried out to the satisfaction of the Safety Committee and all stoppages on this account will be at the entire risk, costs and consequences of the Contractor.



**CHAPTER 2.0**

**2.0 CONTRACTOR’S SAFETY INSPECTION CHECKS LIST.**

Contractor \_\_\_\_\_ Contract No. \_\_\_\_\_

Project \_\_\_\_\_

Location \_\_\_\_\_

Type of Work \_\_\_\_\_

Date \_\_\_\_\_ Checked By \_\_\_\_\_

Sr	ITEM	STATUS	(Inspector) REMARKS
3.0	<b>ACCIDENT PREVENTION ORGANISATION.</b>		
3.1	Trained First Aid Person		
3.2	First Aid Kit.		
3.3	Safety Material Posted.		
3.4	Emergency Phone # Posted.		
4.0	<b>HOUSEKEEPING &amp; SANITATION</b>		
4.1	General neatness of working areas.		
4.2	Regular disposal of waste and trash.		
4.3	Passageways and walkways clear.		
4.4	Adequate lighting		
4.5	Projecting nails removed.		
4.6	Oil and grease removed.		
4.7	Waste containers provided and used.		
4.8	Sanitary facilities adequate and clean.		
4.9	Drinking water tested and approved.		
4.10	Adequate supply of water.		
4.11	Drinking cups, Clean Dispensers.		
5.0	<b>FIRE PREVENTION.</b>		
5.1	Fire extinguishers identified, checked, lighted.		
5.2	Hydrants clear access to public thoroughfare open.		
5.3	Good housekeeping.		
5.4	NO SMOKING posted and enforced where needed.		
6.0	<b>PERSONAL PROTECTION.</b>		
6.1	Hard-hats		
6.2	Noise Level Exposure.		
6.3	Eye Protection.		
6.4	Safety Lines & Belts.		
6.5	Life Jackets.		
7.0	<b>ELECTRICAL INSTALLATION.</b>		
7.1	Adequate well insulated wiring.		
7.2	Fuses & GFI provided.		
7.3	Fire hazards checked.		
7.4	Electrical dangers posted.		

Sr	ITEM	STATUS	REMARKS
8.0	<b>HAND &amp; POWER TOOLS</b>		
8.1	Tools and cords in good condition.		
8.2	Proper grounding.		
8.3	All mechanical safeguards in use.		
8.4	Tools neatly stored when not in use.		
8.5	Right tool being used for the job at hand.		
8.6	Wiring properly installed.		
8.7	Enough men used to handle material.		
9.0	<b>LADDERS.</b>		
9.1	Stock ladders in good condition.		
9.2	Stock ladders not spliced.		
9.3	Properly secured, top and bottom.		
9.4	Side rails on fixed ladders extend above top landing.		
9.5	Built-up ladders constructed of sound materials.		
9.6	Rungs not over 12 inches on centre.		
9.7	Stepladders fully open when in use.		
9.8	Metal ladders not used around electrical hazards.		
9.9	Proper maintenance and storage.		
10.0	<b>SCAFFOLDING.</b>		
10.1	All structural members adequate for use.		
10.2	All connections adequate		
10.3	Safe tie-in to structure.		
10.4	Ladders and working areas free of debris, snow, ice, grease.		
10.5	Proper footings provided.		
10.6	Passerby protected from falling objects.		
10.7	Supports plumb, adequate cross bracing provided.		
10.8	Guard rails and toe boards in place.		
10.9	Scaffold machines in working order.		
10.10	Ropes and cables in good condition.		
11.0	<b>HOISTS, CRANES &amp; DERRICKS.</b>		
11.1	Inspect cables and sheaves.		
11.2	Check slings and chains, hooks and eyes.		
11.3	Equipment firmly supported.		
11.4	Outriggers used if needed.		
11.5	Power lines inactivated, removed, or at safe distance.		
11.6	Proper loading for capacity at lifting radius.		
11.7	All equipment properly lubricated and maintained.		
11.8	Signalmen where needed.		
12.0	<b>MOTOR VEHICLES.</b>		
12.1	Brakes, lights, warning devices operative.		
12.2	Weight limits and load sizes controlled.		
12.3	Personnel carried in safe manner.		
13.0	<b>BARRICADES.</b>		
13.1	Floor openings planked over or barricaded.		
13.2	Roadways and sidewalks effectively protected.		
13.3	Adequate lighting provided.		
13.4	Traffic controlled.		

<b>Sr.</b>	<b>ITEM</b>	<b>STATUS</b>	<b>REMARKS</b>
14.0	<b>HANDLING &amp; STORAGE OF MATERIALS.</b>		
14.1	Neat storage area, clear passageway.		
14.2	Stacks on firm footings, not too high.		
14.3	Men picking up loads, correctly.		
14.4	Materials protected from heat and moisture.		
14.5	Protection against falling into hoppers and bins.		
14.6	Dust protection observed.		
15.0	<b>EXCAVATION &amp; SHORING.</b>		
15.1	Shoring of adjacent structures		
15.2	Shoring and sheathing as needed for soil and depth		
15.3	Public roads and sidewalks supported and protected.		
15.4	Materials not too close to the edge of excavation.		
15.5	Lighting at night.		
15.6	Water controlled.		
15.7	Equipment at safe distance from edge.		
16.0	<b>CONCRETE CONSTRUCTION.</b>		
16.1	Forms properly installed and braced.		
16.2	Adequate shoring, plumbed and cross braced.		
16.3	Shoring remains in place until strength is attained.		
16.4	Proper curing period and procedures.		
16.5	Check heating devices.		
16.6	Adequate runways.		
16.7	Protection from cement dust.		
16.8	Hard-hats, safety shoes, shirts covering skin.		
16.9	Nails and stripped form material removed from area.		
17.0	<b>MASONRY.</b>		
17.1	Proper scaffolding.		
17.2	Masonry saws properly equipped, dust protection provided.		
17.3	Safe hoisting equipment.		

## CHAPTER 3.0

### 3.0 ACCIDENT PREVENTION ORGANISATION.

#### 3.1 Trained First Aid Person

A contractor shall provide, or ensure that there is provided, such number of suitable persons as is adequate and appropriate in the circumstances for rendering first aid to his employees if they are injured or become ill at work: and for this purpose a person shall not be suitable unless he has undergone -

- a) Such training and has such qualifications as the Health and Safety Executive may approve for the time being in respect of that case of the class of case, and
- b) Such additional training, if any, as may be appropriate in the circumstances of that case.

In practice, (a) refers to a trained first aider and (b) to an occupational first aider. In addition, a person who holds a current first aid certificate issued by registered medical association or Indian Red Cross Society will be classed as a "Suitable Person" for the purposes of Regulation.

For most sites, the contractor should ensure that at least one first aider is normally present when the number of employees at work is between 50 and 150, there should be at least one additional first aider for every 150 or so should ensure that sufficient first aiders are appointed to provide adequate coverage for each shift. Provisions for medical care must be made available by the contractor for every employee covered by the regulations. In the absence of infirmaries, clinics, or hospitals in proximity to the work site, properly trained and certified first aid personnel must be available, and first aid supplies must be provided by the contractor. Appropriate equipment for transportation of injured personnel to a physician or hospital must be provided for.

#### 3.2. First Aid Kit

Regardless of the number of employees there must be at least one first-aid box on site. Every first aider and occupational first aider should have easy access to first-aid equipment, and provision should be made for every employee to have reasonably rapid access to first aid. Each box should be placed in a clearly identified and readily accessible location, and contain a sufficient quantity of suitable first-aid materials and nothing else. Boxes and kits should be checked frequently to ensure they are fully stocked and all items are in a usable condition. Sufficient quantities of each item should always be available in every first aid box or cabinet.

SL.No	Item	Numbers of Employees.				
		1-5	6-10	11-50	100	150
1	Guidance Card individually wrapped.	1	1	1	1	1
2.	Sterile adhesive dressings.	10	20	40	40	40
3.	Sterile eye pads with attachment.	1	2	4	6	8
4	Triangular bandages	1	2	4	6	8
5	Sterile coverings for serious wounds (where applicable)	1	2	4	6	8
6	Safety pins.	6	6	12	12	12
7	Medium sized sterile un medicated dressings.	3	6	8	10	12

Sr.No	Item	Numbers of Employees.				
8	Large sterile un medicated dressings	1	2	4	6	10
9	Extra Large sterile un medicated dressings.	1	2	4	6	8
10	Sterile water or saline in 300 ml disposable containers, where tap water is unavailable.	1	1	3	6	6

The first-aid box or cupboard should protect the contents from dampness and dust and be clearly marked with a white cross on green background.

### 3.2.1 First - Aid Rooms.

Where there is 250 or more person at work on site, a suitably staffed and equipped first-aid room should be provided. In addition, where there is a large (over 150) number of employees divided into several dispersed working groups, or the location of the site makes access to places of treatment outside it difficult, the contractor should consider whether a centralised first-aid room may be needed.

A first aid room should:

- Be under the charge of an occupational first aider in most circumstances; names and locations of all first aiders should be displayed.
- Be readily available and used only for the rendering of first aid
- Be clearly identified and of sufficient size to allow access for a stretcher, wheelchair, etc. and to hold a couch with space for people to work around it
- Contain in addition to the previously mentioned first aid materials ; a sink with hot and cold running water, drinking water, paper towels, impermeable work surfaces, clean garments for use by first aiders and occupational first aider's clinical thermometer a couch with pillow and blankets frequently cleaned
- Be heated, lighted, ventilated and cleaned regularly
- Be designed so that immediate contact can be made with the person on call, e.g. radio, siren, and a telephone link if feasible. It should be stressed that a sufficient number of first - aid boxes must be provided for any work area which is not within easy reach of the first aid room.

### 3.3 Emergency Phone # Posted.

Project Name \_\_\_\_\_ Project No. \_\_\_\_\_

The following are the business telephone numbers where project key personnel can be reached at all times. In addition, the emergency telephone numbers of other vital agencies are listed:

	BUSINESS	RESIDENCE
CLIENTS PROJECT CONTROLLER		
CHIEF CONSTRUCTION MANAGER		
SAFETY OFFICER (CONTRACTOR).		
<b>OTHER EMERGENCY TELEPHONE NUMBERS</b>		
FIRE		
AMBULANCE		
DOCTOR		
HOSPITAL		
POLICE		
GAS COMPANY		
ELECTRIC COMPANY		
WATER COMPANY		
TELEPHONE COMPANY		
INSURANCE CARRIER		
OTHER		
OTHER		
OTHER		

## **CHAPTER 4.0**

### **4.0 HOUSEKEEPING & SANITATION**

At the work site, an adequate supply of potable water must be provided, as well as clean drinking water dispensers. Potable water for cleanup must be provided. Where non potable water is used for industrial or fire fighting purposes it must be identified by appropriate signs.

## **CHAPTER 5.0**

### **5.0 FIRE PREVENTION.**

Electrical wiring equipment for heating, light, or power purposes must be installed in compliance with the requirements. Internal combustion engine-powered equipment must be located with exhausts well away from combustible materials. Smoking is to be prohibited in the vicinity of fire hazards, and such areas must be conspicuously posted. Care shall be taken properly to ground nozzles, hoses, or steam lines used in hazardous tankage or vessels.

In location of temporary buildings and yard storage, appropriate care shall be taken for proper separation to preclude an accumulation of fire potential. The contractor is responsible for maintaining the entire area, but particularly storage areas, free from accumulation of unnecessary combustible materials.

#### **Site Fire Check List**

1. Are safe ashtrays provided where smoking is permitted?
2. Are heaters properly guarded?
3. Are wet clothes kept clear of heaters?
4. Are portable heaters secure from being knocked over?
5. Is all temporary wiring well supported and protected?
6. Are any circuit's overloads?
7. Are all flammable liquids, gas cylinders and flammable materials separately and properly stored?
8. Are all gas appliances fitted with control taps?
9. Is rubbish being "burned in proper fashion"?
10. Is all flame cutting and welding taking place with proper precautions?
11. Are all blowlamps and blowtorches being used correctly?
12. Do all night watchmen and security patrols know the fire routines?

#### **Preventing the spread of fire**

1. Is waste accumulating in hoist shafts, under butts, in odd corners?
2. Are separate metal waste containers supplied for each of the following: oily rags, paint rags, paint scrapings, waste flammable liquids, wood shavings and off cuts?
3. Is all waste regularly cleared?
4. Are all huts safely sited?

#### **Means of escape**

1. Are all gangways, stairs and platforms free from obstruction?
2. Does everyone know what to do in emergency?
3. Is fire drill practised, and is there a system to ensure that all persons have evacuated the area?

#### **Fire Fighting**

1. Have all extinguishers been checked and / or recharged?  
Are they clearly identified and easily accessible? Are operatives trained in their use

## **CHAPTER 6.0**

### **6.0 PERSONAL PROTECTION.**

Workers are often reluctant to use protection equipment. Such items should not only be suitable for their purpose but also be as comfortable as possible and acceptable to the workers concerned. Only then can efforts to ensure that equipment is worn or used prove successful.

All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use; and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials, cement and lime mortars / concrete shall be provided with protective footwear and protective gloves.
- b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eye-shields.
- d) Stone workers are employed in sewers and manholes, which are in use, the contractor shall ensure that man-holes cover are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- e) The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken :-
  - i) No paint containing lead or lead products shall be used except in the form of paste or ready.
  - ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
  - iii) Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.



## **CHAPTER 7.0**

### **7.0 ELECTRICAL INSTALLATION.**

Contact of plant with un insulated overhead electric cables (over 200 volts) or electrical discharge due to plant coming into close proximity.

Electrical short circuit or overload causing explosion or fire resulting in stoppage of plant involved for more than 24 hours and which might have caused injury.

#### **General Guidelines Electrical**

1. Provide earth leakage protection (ELCB of 20mA) on every socket outlet and lighting circuits.
2. Use separate 15 A socket outlets also multi sockets are not to be used.
3. All socket outlets shall be shuttered type.
4. All wiring shall be properly colour coded.

Phase	-	Red / Yellow / Blue
Neutral	-	Black
Earth	-	Green.

5. Wiring shall be done only in rigid metal conduits. PVC and metal flexible are not to be used.
6. Fuses are not to be used. Only circuit breakers to be used.
7. Lighting protection as per IS: 2309 to be provided.

## **CHAPTER 8.0**

### **8.0 HAND & POWER TOOLS**

Hand and power tools must be maintained in a safe condition, whether furnished by the contractor or by the employee. When power-operated tools are designed to accommodate guards, they must be equipped with appropriate guards when in use. Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains and other moving parts of equipment must be guarded if the parts are exposed to contact by employees.

All hand-held power tools must be equipped with a constant pressure switch that shuts off when the pressure is released. Electric power-operated tools shall be of the approved double insulated type, or grounded in accordance with good electrical practice. Pneumatic power tools must be secured to the hose or whip by positive means. Safety clips or retainers must be maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.

Pneumatically driven nails, staplers, and similar equipment provided with automatic fastener feed that operate at more than 100 psi pressure at the tool must have safety devices on the muzzle to prevent the tool from ejecting fasteners, unless the muzzle is in direct contact with the work surface.

Hoses shall not be used for hoisting or lowering tools, and hoses exceeding ½-in inside diameter must have a safety shutoff at the source of supply to reduce pressure in case of a hose failure.

All fuel-powered tools must be stopped while being refuelled, serviced, or maintained.

Only trained employees may be allowed to operate a powder-actuated tool. Such tools must be tested each day before loading to see that the safety devices are in proper working condition, in accordance with manufacturer's recommended test procedure. Tools shall not be loaded until just prior to the intended firing time. Neither loaded nor empty tools are to be pointed at any employee, and hands shall be kept clear of the open barrelled end. Fasteners shall not be driven into very hard or brittle materials such as cast iron, glass block, face brick, hardened steel, or hollow tile. For driving into materials that are easily penetrated, appropriate backing must be available to prevent the pin fastener from passing completely through.

All employees using abrasive wheels must use eye protection, and other tools must be operated using appropriate personal safety equipment.

## **CHAPTER 9.0**

### **9.0 LADDERS**

#### **Use of Ladders and Folding Step-Ladders.**

- This regulation applies to all ladders and pairs of steps but not roof ladders and crawling boards.
- **Ladders must :**
  - a) Be fixed near the top if practicable, or near the bottom if not: if suspended they must be secure,
  - b) Be placed (except when suspended) on a firm level base; they must not stand on loose packing (e.g. bricks),
  - c) Be intermediately secured, where necessary, to prevent swaying and sagging, and
  - d) Be supported, or suspended, equally on each stile.
- If a ladder, standing on the ground, cannot be fixed to prevent slipping, then someone must hold it at the base when it is being used.
- A ladder which is not more than 3 m in length, need not be fixed or footed, provided it is securely placed so as to prevent it from slipping or falling. This exemption does not apply to ladders which are used as a means of communication between one working place and another, or to suspended ladders.
- Ladder must :
  - a) Extend at least 1.05 m above any landing place beyond the highest rung from which a person may be working, or have a nearby handhold of equivalent height.
  - b) Be placed so that there is space behind each rung for proper foothold (e.g. no rung should coincide with a scaffold tube).

## **CHAPTER 10.0**

### **10.0 SCAFFOLDING**

Collapse of any scaffold or part of a substantial part of the scaffold falling or overturning; also collapse or part collapse of the suspension arrangements of a slung or suspended scaffold, causing the platform or cradle to fall more than 5m.

#### **10.1. Provision of Scaffolds, ETC.**

Scaffolds must be provided for all work which cannot be safely done from the ground or part of the building.

Ladders, properly secured, can be used - but only for light work which can be done with one hand.

#### **10.2. Supervision of Work and Inspection of Material.**

Scaffolds must be erected, altered, or dismantled only under competent supervision and, as far as possible, by experienced persons. All scaffolding materials must be inspected before use to check that they are up to standard.

#### **10.3. Construction and Material.**

Sufficient sound material must be provided for a scaffold to be strong enough and stable enough for the job.

Wherever timber is used for any kind of scaffolding purpose, it must be of the right type for the job, be free from back and must not be painted so that any defects are hidden.

Scaffold tubes and fittings must not be bent, distorted or unduly rusty.

#### **10.4. Defective Material**

- Scaffold tubes, couplers or fittings that are bent unduly rusty or distorted should be rejected.
- **Timber with dangerous splits and knots should always be rejected.**
- Ropes and lashings showing signs of chafing through wear, or of being corroded, should be rejected.
- All scaffold components must be properly stored when not in use and kept separately from all other building materials.

#### **10.5. Maintenance of Scaffolds.**

Scaffolding must be kept in good order and every effort made to prevent the accidental displacement of any part.

#### **10.6. Partly Erected or Dismantled Scaffolds.**

In any scaffold is either partly erected (or partly dismantled), but nevertheless is still capable of being used to some extent, it must have a bold warning notice fixed, or all access blocked off or barred, at the point beyond which it cannot be safely used.

### 10.7. Standards or Uprights, Ledgers and Putlogs.

- Scaffold standards should be vertical and spaced closely enough for the intended use of the scaffold.
- Base plates must be used. Timber sole plates should also be used to distribute the load from the standard over a wider area, as well as to offset possible local subsidence.
- Ledgers must be level and fixed to standards with right-angle couplers.
- Putlogs and transoms must be firmly fixed to ledgers or standards.

**The flattened end of the putlog must be pushed right into the wall to provide maximum support.**

- Putlogs and transoms should be spaced according to the expected load and the thickness of the boards to be used in the platform.

In normal use, putlogs and transoms should be spaced so that the spans of scaffold boards should not be greater than:

32 mm boards :	1 m
38 mm boards :	1.50 m
50 mm boards :	4.60 m

### 10.8. Ladders used in Scaffolds

- Ladders used as uprights must be :
  - a) Strong enough for the load,
  - b) Equally supported on each stile, and
  - c) Secured to prevent slipping.
- Ladders are only to be used to support a scaffold platform when the work is light, e.g. painting.

### 10.9. Stability of Scaffolds

- All scaffolds must be :
  - a) On a solid, even base; or suspended from a sound structure.
  - b) Braced to prevent failure, and
  - c) Tied to the building or structure unless specially designed to be completely independent.
- Any building or structure which supports a scaffold must be strong enough to carry the scaffold and its load.
- Mobile scaffolds must :
  - a) Be stable, weighted at the base if necessary.
  - b) Be used only on a flat, level surface.
  - c) have the wheels locked to prevent movement whilst being used for work, and
  - d) Be pushed, or pulled only at the base when being moved.
- Scaffolds must not be built on loose bricks, drain pipes, chimney pots, etc. Bricks or blocks can be used to support a platform no higher than 600 mm from the ground or floor.

### 10.10. Slung Scaffolds

- - a) Be strong enough,
  - b) Be properly secured to be overhead anchor-ages and to be platform frame,
  - c) Be spaced so as to keep the platform stable,
  - d) Be vertical, and
  - e) Be kept taut.

- No rope other than wire rope may be used for suspension.
- Packing must be used to prevent damage to suspension ropes or chains at any point where sharp or rough - edged protrusions could cause chafing.
- The platform must be secured to prevent swaying whilst in use.

### **10.11. Cantilever, Jib, Figure and Bracket Scaffolds.**

Cantilever or jib scaffolds must be anchored to a structure which is strong enough to carry the total load. Outriggers must be long enough and strong enough and the scaffold must be braced to ensure stability.

Figure or bracket scaffolds supported by dogs or spikes must not be used if there is any danger of these pulling out of the brickwork or stone-work.

### **10.12. Support for Scaffolds, etc.**

No part of the building may be used to support scaffolding unless it is strong enough to do so. Unless gutters have been designed as walkways and are strong enough to bear the weight, they must not be used to support scaffolding or ladders.

### **10.13. Suspended Scaffolds (Not Power Operated)**

- The ropes, winches, blocks and tackle must be strong enough and correctly rigged. A safe anchorage for the suspension must be provided.
- Winches or similar lifting devices must :
  - a) Have brakes which apply when the operating lever is released, and
  - b) Be protected from the weather, falling dirt, etc.
- Outriggers must :
  - a) Be long enough and strong enough,
  - b) Be horizontal (light cradles are excepted),
  - c) Have stops at their outer ends (light cradles excepted)
  - d) Be tied down or properly counterweighted at the tail, and
  - e) Be close enough together to support the rails and scaffolds properly.
- Counterweights Must :
  - a) Be bolted or securely attached to the outriggers, and
  - b) Be at least three times the overturning moment or load.
- Platforms must be hung clear of the building or face of the structure.
- Runways must :
  - a) Be strong enough and in good condition,
  - b) Have stops at each, and
  - c) Be bolted or tied securely to their supports.
- Suspension ropes or chains must :
  - a) Be properly secured, both overhead and to the frame of the platform, and
  - b) Be kept taut.
- Winches must :
  - a) Have at least two full turns of rope on the drum when the platform is in its lowest position, and

- b) Be marked with the length of rope on the drum.
- Suspended scaffolds and associated equipment must be maintained in good condition. Platforms must be prevented from tipping or swaying whilst in use.
- Steel wire rope must be used for the suspension of all platforms other than lightweight cradles.

Lightweight cradles may be suspended by fibre ropes and pulley blocks which should not be more than 3.20 m apart. (only ropes recommended by manufacturers for this purpose should be used).

- Platforms of suspended scaffold must :
  - a) Be close boarded,
  - b) Be at least 430 mm wide on lightweight cradles.  
be at least 600 mm wide on all other types, if used only for workmen, or  
be at least 800 mm wide, if used for workmen and materials, and
  - c) Never be used to carry another higher platform.

Platforms should be as close as possible to the face of the building, but where persons sit on the edge of the platform to carry out their work, then the distance between platform and building can be up to 300 mm.

#### **10.14. Boatswain's Chairs Cages, Skips etc. (Not Power Operated)**

- Hand-operated boatswain's chairs, skips etc. must :
  - a) Be well constructed, strong enough, and properly maintained.
  - b) have outriggers strong enough and firmly anchored,
  - c) Have chains, ropes and lifting gear firmly secured to the outriggers above and to the chair, skip etc. The construction (lifting operations) regulations apply to the lifting gear,
  - d) Be designed so that the occupant cannot fall out,
  - e) Carry no loose materials which could interfere with the safety of the occupant,
  - f) Have means of preventing spinning and tipping (a swivel connection at the suspension point is strongly advised),
  - g) In the case of skips, be at least 910 mm deep, and
  - h) Be under the supervision of a competent person during installation and use.
- A boatswain's chair may only be used as a workplace when the work would not take long enough to make the use of a suspended (or standard) scaffold reasonably practicable.

## CHAPTER 11.0

### 11.0 HOISTS, CRANES & DERRICKS

#### **Safety of Hoist ways. Platforms and Cages.**

- Hoist ways must be enclosed wherever access is provided or wherever persons could be struck by the platform or other moving parts. Gates must be fitted in the enclosure at all landing places and must normally be at least 2m high, but gates 910 mm high are acceptable where persons are not at risk of falling down the hoist-way or coming into contact with moving parts. Gates must be kept closed except for the movement of persons and materials; it is the duty of all persons to see that this is done.
- Hoist platforms and cages must be fitted with a device capable of supporting them, fully loaded, should hoists, ropes or driving gear fail.
- Hoists must be fitted with ver-run stops at the top.

#### Operation of Hoists.

- Hoists must only be capable of being operated from one position at a time, whether by rope, lever or switch. Hoists must not be operated from the cage.
- Where the hoist driver cannot see the platform or cage during its movement, a signalling system, which covers all landing places, must be used.

#### Safe working Load and Marking of Hoists.

- A) The platform of materials or goods hoists must carry a notice stating (I) the safe working load and (ii) that passengers must not ride on the platform.
- 
- The safe working load must not be exceeded except for test purposes.
- B) Cages for passenger's hoists must carry a notice stating (i) the safe working load and (ii) the number of passengers permitted.
- No greater number of passengers may be carried and the safe working load must not be exceeded except for test purposes.

#### **Cranes & Derricks**

Manufacture's recommendations on operating conditions shall be followed by the contractor. Rated load capacities and recommended operating speeds and special hazard warnings or instructions must be conspicuously posted on all equipment visible to the operator while he is at his control station.

A boom angle indicator and a load-indicating device in good working order must be provided for cranes and derricks. Hand signals to crane and derrick operators shall be those prescribed by the applicable ANSI standards for the type of crane in use. Accessible areas within the swing radius of the rear of the rotating superstructure of a crane must be barricaded to prevent an employee from being struck or crushed by the crane.

In operating boom equipment, careful clearance shall be given to electrical distribution and transmission lines. For lines rated 50 kV or below, minimum clearance is 10 ft, whereas for loads rated over 50 kV, minimum clearance shall be 10 ft + 0.4 in per each kV over 50 - or use twice the length of the line insulator, but never less than 10 ft.



For hammerhead tower cranes, adequate clearance must be maintained between the moving and rotating structures and fixed objects to allow the passage of employees without harm. Employees required to perform duties on the horizontal booms of hammerhead tower cranes must be protected against falling by guard rails or by safety belts and lanyards. Overhead and gantry cranes must have the rated load of the crane plainly marked on each side, and if the crane has more than one hoisting unit, each must have its rated load marked on the load block in marking clearly legible from the ground or floor. All operation must be prescribed in ANSI B30.2, "Safety code for Overhead and Gantry Cranes"

Derricks in use must meet the applicable requirements for design, construction, installation, inspection, testing, maintenance, and operation prescribed in ANSI B30.6, "Safety code for Derricks"

## **CHAPTER 12.0**

### **12.0 MOTOR VEHICLES**

Motor equipment left unattended at night near areas where work is in progress must have appropriate lights, reflectors, or barricades to identify the location of the equipment. A safety tire rack, cage, or equivalent protection must be used when a worker is inflating, mounting, tires installed on split rims or rims equipped with locking rings. Heavy machinery that is suspended or held aloft by the use of slings, hoists, or jacks must be blocked or cribbed to prevent falling or shifting before employees are permitted to work under them. Bulldozer and scraper blades and similar equipment shall be either fully lowered or blocked when being repaired or when not in use. All controls must be in the neutral position and the motor stopped and brakes set, unless work being performed requires otherwise. Parked equipment must be checked and parking brakes set. All cab glass shall be safety glass. All vehicles must have a service brake system, an emergency brake system, and a parking brake system. Vehicles that require additional light shall have at least two headlights, as well as brake lights.

Other standard vehicles equipment such as seat belts, rear-view mirrors, and safety latches on operating levers shall be in accordance with standard vehicle codes, and state-inspected where appropriate.

## **CHAPTER 13.0**

### **13.0 BARRICADES**

- i) Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.
  - a) Hoisting Areas.
  - b) Areas adjudged hazardous by contractor or Client.
  - c) Owner's existing property subject to damage by Contractor's operations.
- ii) Contractor's employees and those of his subcontractors shall become acquainted with Project Managers barricading practice and shall respect the provisions thereof.

#### 13.1. Guarding of Floor Openings and Floor Holes.

13.1.1 Every temporary floor opening shall have railings, or shall be constantly attended by someone. Every floor hole into which persons can accidentally fall shall be guarded by either:

- a) A railing with toe board on all exposed sides, or
- b) A floor hole cover of adequate strength and it should be hinged in place. When the cover is not in place, the floor hole shall be constantly attended by some one or shall be protected by a removable railing.

13.2. Every stairway floor opening shall be guarded by a railing on all exposed sides, except at entrance to stairway. Every ladder way floor opening or platform shall be guarded by a guard railing with toe board on all exposed sides (except at entrance to opening), with the passage through the railing either provided with a swinging gate or so offset that a person can not walk directly into the opening.

#### 13.3. Guarding of Open-Side Floors and Platform.

Every open-sided floor or platform 120 cm or more above adjacent floor or ground level shall be guarded by a railing (or the equivalent) on all open sides, except where there is entrance to ramp, stair-way, or fixed ladder. The railing shall be provided with a toe board beneath the open sides wherever.

- a) Persons may pass;
- b) There is moving machinery ; or
- c) There is equipment with which falling materials could create a hazard.

## **CHAPTER 14.0**

### **14.0 HANDLING & STORAGE OF MATERIALS**

#### **14.1 Cement.**

- a) Storage and Stacking - Cement shall be stored at the work site in a building or a shed which is dry, leak proof and as moisture-proof as possible. The building or shed for storage should have minimum number of windows and close fitting doors and these should be kept closed as far as possible.

Cement received in bags shall be kept in such a way that the bags are kept free from the possibility of any dampness or moisture coming in contact with them. Cement bags shall be stacked off the floor on wooden planks in such a way as to keep them 150 to 200 mm clear from the floor and space of 450 mm minimum shall be left all-round between the exterior walls and the stacks. In the stacks the cement bags shall be kept close together to reduce circulation of air as much as possible. Owing to pressure on bottom layer of bags sometimes 'warehouse pack' is developed in these bags. This can be removed easily by rolling the bags when cement is taken out for use.

The height of stack shall not be more than 15 bags to prevent the possibility of lumping up under pressure. The width of the stack shall be not more than four bags length or 3 metres. In stacks more than 8 bags high, the cement bags shall be arranged alternately lengthwise and crosswise so as to tie the stacks together and minimise the danger of toppling over.

For extra safety during monsoon, or when it is expected to store for an unusually long period, the stack shall be completely enclosed by a water proofing membrane such as polyethylene, which shall close on the top of the stack. Care shall be taken to see that the waterproofing membrane is not damaged any time during the use.

Drums or other heavy containers of cement shall not be stacked more than two layers high.

The manner of storage shall facilitate the requirement that lots of cement received are removed and used more or less in the order in which they are received.

- b) HANDLING - Hooks shall not be used for handling cement bags unless specifically permitted by the engineer-in-charge.

#### **14.2. Polyethylene Pipes.**

- a) Storage & Stacking - Black polyethylene pipes may, be stored either under cover or in the open. Natural polyethylene pipes, however, should be stored under cover and protected from direct sunlight.

Coils may be stored either on edge or stacked flat one on top of the other, but in either case they should not be allowed to come into contact with hot water or steam pipes and should be kept away from hot surface.

Straight lengths should be stored on horizontal racks giving continuous support to prevent the pipe taking on a permanent set.

Storage of pipes in heated areas exceeding 27° C should be avoided.

- b) Handling - Removal of pipe from a pile shall be accomplished by working from the ends of the pipe.

#### 14.3. Pipes of Conducting Materials.

- a) Storage and Stacking - Pipes shall be stacked on solid level sills and contained in a manner to prevent spreading or rolling of the pipe. Where quantity storage is necessary, suitable packing shall be placed between succeeding layers to reduce the pressure and resulting spreading of the pile.

In stacking and handling of pipes and other conducting materials, the following minimum safety distances shall be ensured from the overhead power lines:

11 kV and below	40m
Above 11 and below 33 kV	60 m
Above 33 and below 132 kV	70 m
Above 132 and below 275 kV	70 m
Above 275 and below 400 kV	50 m

- b) Handling - Removal of pipes from a pile shall be accomplished by working from the ends of the pipe. During transportation, the pipes shall be so secured as to insure against displacement.

#### 14.4 Paints Varnishes and Thinners.

- a) Storage and Stacking - Paints, varnishes, lacquers, thinners and other flammable materials shall be kept in properly sealed or closed containers. The containers shall be kept in a well ventilated location, free from excessive heat, smoke, sparks or flame. The floor of the paint stores shall be made up of 10 cm thick loose sand.

Paint materials in quantities other than required for daily use shall be kept stocked under regular storage place.

Where the paint is likely to deteriorate with age, the manner of storage shall facilitate removal and use of lots in the same order in which they are received.

Temporary electrical wiring / fittings shall not be installed in the paint store. When electric lights, switches or electrical equipment are necessary, they shall be of explosion proof design.

- b) Handling - Ventilation shall be adequate to prevent the accumulation of flammable vapours to hazardous levels of concentration shall be provided in all areas where painting is done.

When painting is done in confined spaces where flammable or explosive vapours may develop, any necessary heat shall be provided through duct work remote from the source of flame.

Sources of ignition, such as open flame and exposed heating elements, shall not be permitted in area or rooms where spray painting is done nor shall smoking be allowed there.

Care should be taken not to use any naked flame inside the paint store. Buckets containing sand shall be kept ready for use in case of fire. Fire extinguishers when required shall be of foam type conforming to accepted standards.

Each workman handling lead based paints shall be issued 1/2 litre milk per day for his personal consumption.

**14.5. Bitumen, Road Tar, Asphalt, etc.**

- a) Storage and Stacking - Drums or containers containing all types of bitumen, road tar, asphalt, etc. shall be stacked vertically on their bottoms in up to 3 tiers. Leaky drums shall be segregated. Empty drums shall be stored in pyramidal midal stacks neatly in rows.
- b) Handling Bitumen / Tar - Bitumen / tar shall not be heated beyond the temperature recommended by the manufacturer of the product. While discharging heated binder from the boiler, workers shall not stand opposite to the jet so as to avoid the possibility of hot binder falling on them. The container shall be handled only after closing the control valve. While handling hot bitumen / tar, workers shall exercise scrupulous care to prevent accidental spillage thereof. The buckets and cans in which the hot material is carried from boiler shall be checked before use to ensure that they are intact and safe. Mops and other applicators contaminated with bituminous materials shall not be stored inside buildings.

**14.6. Bituminous Roofing Felts.**

- a) Storage and Stacking - Bituminous roofing felts shall be stored away from other combustible flammable materials. For long storage it shall be kept under shade.
- b) Handling - Bituminous roofing felts should be handled in a manner to prevent cracking and other damages.

**14.7. Flammable Materials.**

- a) Storage and Stacking - In addition the following provisions shall also apply :
  - 1) Outdoor storage of drums requires some care to avoid contamination because moisture and dirt in hydraulic brake and transmission fluid, gasoline, or lubricants may cause malfunction of failure of equipment, with possible danger to personnel. The storage area should be free of accumulations of spilled products, debris and other hazards.
  - 2) Compressed gases and petroleum products shall not be stored in the same building or close to each other.
- b) Handling - Petroleum products delivered to the job site and stored there in drums shall be protected during handling to prevent loss of identification through damage to drum markings, tags, etc. Unidentifiable petroleum products may result in improper use, with possible fire hazard, damage to equipment or operating failure.

Workmen shall be required to guard carefully against any part of their clothing becoming contaminated with flammable fluids. They shall not be allowed to continue work when their clothing becomes so contaminated.

## **CHAPTER 15.0**

### **15.0 EXCAVATION & SHORING**

Excavation and Trenching: All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 30 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground. Sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half of depth of trench, whichever is more cutting undermining or undercutting be done.

## **CHAPTER 16.0**

### **16.0 CONCRETE CONSTRUCTION**

#### **16.1. Handling of Plant.**

- 16.1.1. Mixers - All gears, chains and rollers of mixers shall be properly guarded. If the mixer has a charging skip the operator shall ensure that the workmen are out of danger before the skip is lowered. Railings shall be provided on the ground to prevent anyone walking under the skip while it is being lowered.
- 16.1.2. All cables, clamps, hooks, wire ropes, gears and clutches, etc, of the mixer, shall be checked and cleaned, oiled and greased, and serviced once a week. A trial run of the mixer shall be made and defects shall be removed before operating a mixer.
- 16.1.3. When workmen are cleaning the inside of the drums, and operating power of the mixer shall be locked in the off position and all fuses shall be removed and a suitable notice hung at the place.

#### **16.2. Trucks.**

When trucks are being used on the site, traffic problems shall be taken care of. A reasonably smooth traffic surface shall be provided. If practicable, a loop road shall be provided to permit continuous operation of vehicles and to eliminate their backing. If a continuous loop is not possible, a turnout shall be provided. Backing operations shall be controlled by a signalman positioned so as to have a clear view of the area behind the truck and to be clearly visible to the truck driver. Movement of workmen and plant shall be routed to avoid crossing, as much as possible, the truck lanes.

#### **16.3. Formwork.**

- 16.3.1. Formwork shall be designed after taking into consideration spans, setting temperature of concrete, dead load and working load to be supported and safety factor for the materials used for formwork.
- 16.3.2. All timber formwork shall be carefully inspected before use and members having cracks and excessive knots shall be discarded.
- 16.3.3. The vertical supports shall be adequately braced or otherwise secured in position that these do not fall when the load gets released or the supports are accidentally hit.
- 16.3.4. Tubular steel centering shall be used in accordance with the manufacturer's instructions. When tubular steel and timber centering is to be used in combination necessary precautions shall be taken to avoid any unequal settlement under load.
- 16.3.5. All centering shall be finally, inspected to ensure that:
- a) Footings or sills under every post of the centering are sound.
  - b) All lower adjustment screws or wedges are snug against the legs of the panels.
  - c) All upper adjustment screws or heads of jacks are in full contact with the formwork.
  - d) Panels are plumb in both directions.
  - e) All cross braces are in place and locking devices are in closed and secure position.
  - f) In case of CHHAJAS and balconies, the props shall be adequate to transfer the load to the supporting point.

#### **16.4. Ramps and Gangways.**

- 16.4.1. Ramps and gangways shall be of adequate strength and evenly supported. They shall either have a sufficiently flat slope or shall have cleats fixed to the surface to prevent slipping of workmen.



Ramps and gangways shall be kept free from grease, mud, snow or other slipping hazards or other obstructions leading to tripping and accidental fall of a workman.

16.4.2. Ramps and gangways meant for transporting materials shall have even surface and be of sufficient width and provided with skirt boards on open sides.

**16.5. Prestressed Concrete.**

16.5.1. In pre-stressing operations, operating, maintenance and replacement instructions of the supplier of the equipment shall be strictly adhered to.

16.5.2. Necessary shields should be put up immediately behind the prestressing jacks during stressing operations.

16.5.3. Wedges and other temporary anchoring devices shall be inspected before use.

16.5.4. The prestressing jacks shall be periodically examined for wear and tear.

**16.6. Erection of Prefabricated Members.**

16.6.1. A spreader beam shall be used wherever possible so that the cable can be as perpendicular to the members being lifted as practical. The angle between the cable and the members to be lifted shall not be less than 60°.

16.6.2. Methods of assembly and erection specified by the designer shall be strictly adhered to at site. Immediately on erecting any unit in position, temporary connections or supports as specified shall be provided before releasing the lifting equipment. The permanent structural connections shall be established at the earliest opportunity.

**16.7. Heated Concrete.**

When heaters are being used to heat aggregates and other materials and to maintain proper curing temperatures, the heaters shall be frequently checked for functioning and precautions shall be taken to avoid hazards in using coal, liquid, gas or any other fuel.

## CHAPTER 17.0

### 17.0 MASONRY

#### 17.1. Walls.

17.1.1. **General** - Depending on the type of wall to be constructed the height of construction per day shall be restricted to ensure that the newly constructed wall does not come down due to lack of strength in the lower layers. Similarly, in long walls adequate expansion / crumple joints shall be provided to ensure safety.

17.2. **Opening in Walls** - Whenever making of an opening in the existing wall is contemplated, adequate supports against the collapse or cracking of the wall portion above or roof or adjoining walls shall be provided.

17.2.1. **Guarding of Wall Openings and Holes** - Wall opening barriers and screens shall be of such construction and mounting that they are capable of withstanding the intended loads safely. For detailed information reference may be made to good practice. Every wall opening from which there is a drop of more than 120 mm shall be guarded by one of the following;

- a) Rail, Roller, Picket Fence, Half Door or Equivalent Barrier - The guard may be removable but should preferably be hinged or otherwise mounted so as to be conveniently replaceable. Where there is danger to persons working or passing below on account of the falling materials, a removable toe board or the equivalent shall also be provided. When the opening is not in use for handling materials, the guards shall be kept in position regardless of a door on the opening. In addition, a grab handle shall be provided on each side of the opening. The opening should have a sill that projects above the floor level at least 2.5 cm.
- b) Extension platform into which materials may be hoisted for handling shall be of full length of the opening and shall have side rails or equivalent guards.

17.2.2. Every chute wall opening from which there is a drop of more than 120 mm shall be guarded by one or more of the barriers specified in 17.2.1. or as required by the conditions.

## **CHAPTER 18.0**

### **18.0 HEALTH STANDARDS**

#### **18.1 DRINKING WATER**

- a) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- c) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or any other source of pollution.

#### **18.2 WASHING FACILITIES**

- a) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- b) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- c) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

#### **18.3 LATRINES AND URINALS**

- a) Latrines shall be provided in every work place on the following scale namely:-
  - i) Where female are employed there shall be at least one latrine for every 25 females.
  - ii) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto first 100, and one for every 50 thereafter.

- b) Every latrine shall be under cover and so partitioned off as to secure privacy and shall have proper door and fastenings.
- c) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year , latrines shall not be of standard lower than borehole system.
- d)
  - i) Where workers of both sexes are employed, there shall be displayed out side each block of latrine and urinal, a notice in the language understood by the majority of the workers “ For Men only “ or “ For Women only “ as the case may be.
  - ii) The notice shall also bear the figure of man or woman, as the case may be.
- e) There shall be at least one urinal for male workers upto 50 and for female workers upto 50 employed at a time, provided that where the number of male or female workers, as the case may be exceeds 500 , it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- f)
  - i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
  - ii) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of Public Health Authorities.
- g) Water shall be provided by means of tap or otherwise so as to conveniently accessible in or near the latrines and urinals.
- h) Disposal of excreta: Unless otherwise arranged by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

- i) The contractor shall at his own expense , carry out all instructions issued to him by the Engineer-in-charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees of the site. The contractor shall be responsible for payment of any charges which may be levied by the municipal or cantonment authority for execution of such on behalf.

#### 18.4 PROVISION OF SHELTER DURING REST

At every place there shall be provided , free of cost , four suitable sheds , two for meals and other two for rest separately for the use of men and women labour . The height of each shelter shall not be less than 3m from the floor level to the lowest part of the shed roof. These shall be kept clean and the space provided shall be on the basis of 0.6sq.m per head.

Provided that the Engineer-in-charge may permit subject to his satisfaction , a portion of building under construction or other alternative accommodation to be used for the purpose.

#### 18.5 CRÈCHES

- I) At every work place , at which 20 or more women workers are ordinarily employed , there shall be provided two rooms of reasonable dimensions for the use of their children under at the age of six years . One room shall be used as a play room for the children and the other as their bedroom.
- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in playroom and sufficient number of cots and bedding in the bed room.
- iv) The contractor shall provide one aya to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

#### 18.6 CANTEENS

- D) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering 100 or more are ordinarily employed , an adequate canteen shall be provided by the contractor for the use of such labour .
- ii) The canteen shall be maintained by the contractor in an efficient manner.
- iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- iv) The canteen shall be sufficiently at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or colour washed at least once a year .The inside walls of the kitchen shall be lime washed every four months.
- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Suitable arrangements shall be made for the collection of disposal of garbage.
- viii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause nuisance.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one sq.m per diner to be accommodated as prescribed in sub-rule (ix).
- xi) a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for efficient running of canteen.  
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
- b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.
  3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- 
- xii) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
  - xiii) Sufficient tables stools or benches shall be available for the number of diners to be accommodated as prescribed in sub rule (ix).
  - xiv) The food stuff and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour .
  - xv) The charges for food stuffs, beverages and other items served in the canteen shall be based on “No profit No loss” and shall be conspicuously displayed in the canteen.
  - xvi) In arriving at the price of foodstuffs, and other article served in the canteen , the following items shall not be taken into consideration as expenditure namely :-
    - a) The rent of land and building.
    - b) The depreciation and maintenance charges for the building and equipment provided for the canteen.
    - c) The purchase, repairs and replacement of equipment including furniture , crockery, cutlery and utensils.
    - d) The water charges and other charges incurred for lighting and ventilation.
    - e) The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.
  - xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

#### **18.7 ANTI-MALARIAL PRECAUTIONS**

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by Engineer-in-charge including the filling up of any borrow pits which may have been dug by him.

## CHAPTER 19.0

### 19.0 RECORD OF FIRST AID TREATMENT.

**Project Data:** \_\_\_\_\_

Project:

Location:

**Injured Data:**

Name:

Employer:

Employer's Supervisor:

**Injury Data:**

Date:

Time:

Description of Injury:

**First Aid Treatment:**

Treatment administered by:

Type of treatment administered:

Referred for Medical Treatment:

\_\_\_\_\_No

\_\_\_\_\_Yes.

Doctor \_\_\_\_\_

Hospital \_\_\_\_\_

\_\_\_\_\_  
Report Prepared By:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Treatment Received By:

\_\_\_\_\_  
Date:

**CHAPTER 20.0**

**20.0 DAMAGE REPORT FORM**

Contract \_\_\_\_\_

Plant and equipment affected. \_\_\_\_\_

Serial numbers or identifying marks \_\_\_\_\_

Owner of plant or equipment \_\_\_\_\_

Place, date and time of incident \_\_\_\_\_

Circumstances of incident \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Details of damage \_\_\_\_\_

\_\_\_\_\_

Names of operators involved (if not Company employers, also give details of such contractors concerned) \_\_\_\_\_

\_\_\_\_\_

Were normal working methods used ? \_\_\_\_\_

Contributory causes of incident \_\_\_\_\_

\_\_\_\_\_

Names of witness \_\_\_\_\_

(attach statements) \_\_\_\_\_

\_\_\_\_\_

**Preventative action proposed or taken** \_\_\_\_\_

**Signature of Site Agent or Manager** \_\_\_\_\_

Date \_\_\_\_\_.

## CHAPTER 21.0

### 21.0 PERSONNEL ACCIDENT REPORT FORM.

Division / Dept (if applicable) \_\_\_\_\_

Contractor \_\_\_\_\_

Full name and address of injured person (IP) \_\_\_\_\_

Occupation of IP \_\_\_\_\_ Age of IP \_\_\_\_\_

Employed (state if self - employed or under training) \_\_\_\_\_

Trade of sub contractor (where applicable) \_\_\_\_\_

Particulars of accident:

Date and time of accident \_\_\_\_\_

Exact place where accident happened. \_\_\_\_\_

What was IP doing at time of accident? \_\_\_\_\_

Did IP cease work? \_\_\_\_\_

First air or hospital treatment. \_\_\_\_\_

Time lost (state if IP is still off work) \_\_\_\_\_

Brief description of accident, giving dimensions where applicable \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Details of tools, equipment plant or machinery. \_\_\_\_\_

\_\_\_\_\_

What protective clothing / equipment was being worn / used by IP? \_\_\_\_\_

Nature of injury and part of the body injured. e.g. punctured foot, hand, broken leg. \_\_\_\_\_

\_\_\_\_\_

Contributory factors:

Unsafe system of work YES/NO \_\_\_\_\_

Lack of training, supervision etc. YES/NO \_\_\_\_\_

Environmental Conditions (wind, rain, ice, etc.) YES/NO \_\_\_\_\_



State of equipment (faulty brakes, damaged lifting gear, etc.) YES/NO \_\_\_\_\_

Housekeeping (untidy access, nails in timber. etc) YES/NO \_\_\_\_\_

Other \_\_\_\_\_

Delete as appropriate and give details.

\_\_\_\_\_  
Names and address of witness \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If reportable:

Date and time Safety Officer informed by Telephone \_\_\_\_\_

Preventative action taken or proposed \_\_\_\_\_

Signature of Site Agent or Manager \_\_\_\_\_

Date \_\_\_\_\_

## **SECTION 4: FORMS OF SECURITIES**

## **Forms of Securities**

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

**Annex A:** Performance Bank Guarantee

**Annex B:** Bank Guarantee for Advance Payment

**Annex A**

**ANNEXURE –A**

**PERFORMANCE GUARANTEE**

This Guarantee of guarantee (hereinafter referred to as “**Guarantee**”) made this date ..... by Bank (Bank Name)....., a scheduled bank with its head office at (address)..... (hereinafter referred to as the “**Bank**”) of the first part in favour of M/s. Mahindra World City (Jaipur) Limited, a company incorporated under Companies Act, 1956 and having its Corporate office at 411, 507, Neelkanth Towers, Bhawani Singh Road, C-Scheme, Jaipur -302001. (hereinafter referred to as “**Employer**” which expression shall, unless repugnant to the meaning and context here to, include its affiliates, successors and assigns) of the other part.

**WHEREAS:**

- A. M/s. Mahindra World City (Jaipur) Limited is developing a special economic zone at Jaipur called “Mahindra World City, Jaipur” (hereinafter referred to as “**SEZ**”);
- B. On the assurance of M/s -----having its office at ----- (hereinafter referred to “**Contractor**”) that they are having the necessary infrastructure and capacity to undertake construction of ----- package at the SEZ to the quality, specifications and time frame as per the terms and conditions stipulated by MWCJ, MWCJ and Contractor have entered into a contract ref: **MWCJL/IT\_ITES/\_\_\_\_\_** dated **\_\_\_ day \_\_\_ Month \_\_\_ Year** (hereinafter referred to as “**Contract**” which expression shall include any agreed amendments or modifications thereto) to execute the work within the SEZ in accordance with the terms and conditions of such Contract;
- C. Contractor has, by its acceptance to enter into the Contract with MWCJ has agreed to furnish a bank guarantee to MWCJ to ensure timely and satisfactory performance and completion of the work as per terms of the Contract;
- D. The Bank has, at the request of the Contractor, agreed to grant in favour of MWCJ, a guarantee to secure performance by Contractor of its obligations under the said works contract.

**NOW THIS GUARANTEE WITNESSES AS FOLLOWS:**

- 1. The Bank hereby unconditionally, unequivocally and irrevocably guarantee to MWCJ and agrees and undertakes that if in the sole and unfettered opinion of MWCJ, Contractor has failed to perform its obligations under the said Contract and any amendments or modifications thereto, the Bank shall upon demand of MWCJ forthwith pay to MWCJ, without demur, contestation or dispute, without reference to Contractor, the amount set forth in certificate by MWCJ as the amount of loss / claim / damage / cost / expense arising or likely to arise out of breach or non fulfilment of the said Contract. Any such certificate or demand by MWCJ on the Bank, shall be conclusive as regards the amount due and payable by the Bank to MWCJ under this Guarantee, notwithstanding any dispute between Contractor and MWCJ as to the liability for or quantum of loss / damage / claim / costs / expenses and notwithstanding any notice by Contractor to the Bank withhold or not to pay any amount to MWCJ against this Guarantee either before or after invoking of this Guarantee by MWCJ Provided always the total liability of the Bank hereunder shall be limited to Rs. (.....) (Rupees.....).

2. This Guarantee of the Bank shall be effective immediately from the date hereof and shall be in force for till a certificate is issued by MWCJ to the Bank in accordance with Clause 4 of this Guarantee or the claim expiry date of this guarantee whichever is earlier. If a demand is so served , before the claim expiry date , this Guarantee shall continue in full force and effect (notwithstanding the validity date) in respect of the amount so demanded until the obligation of the Bank in respect hereof is finally determined and the payment made to MWCJ.
3. The Bank agrees that MWCJ has the fullest liberty, without affecting in any manner the Bank's obligations hereunder, to vary any of the terms and conditions of the said Contract, to extend the time of performance by the Contractor from time to time and to forbear from enforcing any of the terms of the said Contract without any notice to or the consent of the Bank and the Bank shall not be released from its liability under this Guarantee by reason of any such variation or extension or forbearance being granted to Contractor. The Bank agrees that MWCJ has no obligation whatsoever to exercise its rights against collateral, if any, of Contractor but may immediately call on this Guarantee.
4. This Guarantee herein contained shall remain in valid and effect till MWCJ certify that the terms and conditions of the said Contract have been fully and properly carried out and that the Contractor has fulfilled all its obligations under the Contract and that MWCJ has no claim against the Contractor on any account against the said Contract or the expiry date whichever is earlier.
5. Only neglect or forbearance, on the part of MWCJ, in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of the time for the payment hereto shall in no way relieve the Bank of their liability under this Guarantee.
6. The Bank shall not revoke this Guarantee during its currency except with the previous consent in writing of MWCJ.
7. Any notice or communication under this Guarantee shall be in writing and shall be served on the Bank at its address first hereinbefore mentioned and to MWCJ at its address first hereinbefore mentioned. Either party may notify to the other in writing any change in such address for service of notice upon it. The notices shall be served personally against acknowledgement or by Registered Post
8. This Guarantee shall not be affected by any change in the constitution of the Bank or of Contractor or of MWCJ.
9. This Guarantee shall be governed by the applicable laws of India.
10. The expression "The Bank" and the Contractor hereinbefore used shall include their respective successors and permitted assigns.

Notwithstanding anything contained hereinabove in the Bank Guarantee.

- 1- Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_/-
- 2- This Bank Guarantee shall be valid up to \_\_\_\_\_
- 3- We shall be liable to pay any amount under this Bank Guarantee or part thereof only if we received (if your serve upon us) a written claim or demand under this Guarantee up to \_\_\_\_\_ at \_\_\_\_\_ Bank Ltd., \_\_\_\_\_(Address)

## **ANNEXURE –XXXX**

### **DRAFT FOR ADVANCE BANK GUARANTEE**

#### **Bank Guarantee Bond (RE : Mobilization Advance)**

This Bond (hereinafter referred to as “**Guarantee**”) made this (date)..... by Bank (Bank Name)....., a scheduled bank with its head office at (address)..... (hereinafter referred to as the “**Guarantor**”) of the first part in favour of M/s. Mahindra World City (Jaipur) Limited, a company incorporated under Companies Act, 1956 and having its Corporate office at 411, 507, Neelkanth Towers, 1, Bhawani Singh Marg, C-Scheme, Jaipur. (hereinafter referred to as “**Employer**” which expression shall, unless repugnant to the meaning and context here to, include its affiliates, successors and assigns) of the other part.

#### **WHEREAS:**

- A. M/s. Mahindra World City (Jaipur) Limited is developing a special economic zone at Jaipur called “Mahindra World City, Jaipur” (hereinafter referred to as “**SEZ**”);
- B. On the assurance of M/s -----having its registered office at ----- (hereinafter referred to “**Contractor**”) that they are having the necessary infrastructure and capacity to undertake construction of ----- package at the SEZ to the quality, specifications and time frame as per the terms and conditions stipulated by EMPLOYER, EMPLOYER and Contractor have entered into a contract Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as “**Contract**” which expression shall include any agreed amendments or modifications thereto) to execute the work\_\_\_\_\_ (work specification) within the SEZ in accordance with the terms and conditions of such Contract;
- C. And whereas Employer has agreed to pay the said Contractor a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as Mobilisation Advance as per terms and conditions of the above said Contract, which is to be recovered from each running bill amount payable to the contractor so that the advance is recovered by the time 80% of the work is completed by the contractor upon the condition aht the said Contractor shall submit in favour of your company and an unconditional and irrevocable Bank Guarantee for an equal amount valid till completion period i.e \_\_\_\_\_.(Date)
- D. The said Contractor has agreed to refund to the Company the balance un-recovered sum in the event of the said Contract Agreement being terminated or coming to as end for whatsoever reason,
- E. We the Guarantor, at the request of the Contractor, agreed to Guarantee in favour of EMPLOYER, a guarantee to advance payment made by EMPLOYER to the Contractor.

#### **NOW THIS GUARANTEE WITNESSES AS FOLLOWS:**

1. The Bank hereby unconditionally, unequivocally and irrevocably guarantee to EMPLOYER and agrees and undertakes that if in the sole and unfettered opinion of

EMPLOYER, Contractor has failed to pay the amount equivalent to Rs. -----given as advance by EMPLOYER to the Contractor (hereinafter referred to as “**Advance**”)with in the time stipulated in the Contract, the Bank shall upon demand of EMPLOYER forthwith pay to EMPLOYER, without demur, contestation or dispute, without reference to Contractor, amount equivalent to Advance. Any such certificate or demand by EMPLOYER on the Bank, shall be conclusive as regards the amount due and payable by the Bank to EMPLOYER under this Guarantee, notwithstanding any dispute between Contractor and EMPLOYER as to the liability for or quantum of loss / damage / claim / costs / expenses and notwithstanding any notice by Contractor to the Bank withhold or not to pay any amount to EMPLOYER against this Guarantee either before or after invoking of this Guarantee by EMPLOYER Provided always the total liability of the Bank hereunder shall be limited to Rs. (.....) (Rupees.....).

2. This Guarantee of the Bank shall be effective immediately from the date hereof and shall be in force for till a certificate is issued by EMPLOYER to the Bank in accordance with Clause 5 of this Guarantee unless a claim or demand in writing is served upon the Bank by EMPLOYER. If a demand is so served, this Guarantee shall continue in full force and effect (notwithstanding the expiration date) in respect of the amount so demanded until the obligation of the Bank in respect hereof is finally determined and the payment made to EMPLOYER.
3. The Bank agrees that EMPLOYER has the fullest liberty, without affecting in any manner the Bank’s obligations hereunder, to vary any of the terms and conditions of the said Contract, to extend the time of performance by the Contractor from time to time and to forbear from enforcing any of the terms of the said Contract without any notice to or the consent of the Bank and the Bank shall not be released from its liability under this Guarantee by reason of any such variation or extension or forbearance being granted to Contractor. The Bank agrees that EMPLOYER has no obligation whatsoever to exercise its rights against collateral, if any, of Contractor but may immediately call on this Guarantee.
4. The Bank agrees that EMPLOYER has the fullest liberty, without affecting in any manner the Bank’s obligation hereunder, to assign this guarantee in favour of any EMPLOYER affiliate company in India without the consent of but with prior intimation to, the Bank, and the Bank shall not be released from its liability under this Guarantee by reason of any such assignment. The Bank shall forthwith, on receipt of such intimation; undertake necessary endorsements or amendments hereto to incorporate the assignment in favour of such EMPLOYER affiliate assignee.
5. This Guarantee herein contained shall remain in force and effect till EMPLOYER certify that the Contractor has dully paid the Advance back to EMPLOYER. The Bank shall be released of its liabilities and obligations under this Guarantee only after such a certificate as aforesaid is issued by EMPLOYER to the Bank.
  - i) The Bank shall not revoke this Guarantee during its currency except with the previous consent in writing of EMPLOYER.
  - ii) Only neglect or forbearance, on the part of EMPLOYER, in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of the time for the payment hereto shall in no way relieve the Bank of their liability under this Guarantee.

6. Any notice or communication under this Guarantee shall be in writing and shall be served on the Bank at its address first hereinbefore mentioned and to EMPLOYER at its address first hereinbefore mentioned. Either party may notify to the other in writing any change in such address for service of notice upon it. The notices shall be served personally against acknowledgement or by Registered Post / Fax / Telex.
7. The Bank hereby agrees that their liability hereunder shall not be discharged or released or altered or impaired in any manner by any change in the constitution structure or our Bank or by merger or amalgamation by our Bank with any other Bank, Company, Corporation or Body.
8. The Bank hereby agrees that their liability hereunder shall not be discharged or released or altered or impaired in any manner by any change in the constitution structure or powers of the said, Contractor or of the Employer.
9. This Guarantee shall be governed by the applicable laws of India.
10. The expression "The Bank" and the Contractor hereinbefore used shall include their respective successors and permitted assigns.

**Notwithstanding anything contained herein**

We the Bank \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) \_\_\_\_\_ hereby irrevocably and unconditionally undertake to pay your company, by Banker's Cheque / Demand Draft favouring **Mahindra World City (Jaipur) Ltd., payable at Jaipur** on First Demand without protest or demur or proof or condition any and all amount demanded by your Company in writing, with reference to the guarantee and that the liability of the \_\_\_\_\_ (Bank Name), under this guarantee is restricted to Rs. \_\_\_\_\_ (amount in figures) \_\_\_\_\_ (Amount in words). Our guarantee shall remain in force until \_\_\_\_\_ (date) Unless a claim in writing is presented to us during the validity period of this Guarantee and / or during a further grace period of \_\_\_\_\_ (extended period) thereafter upon expiry of the said validity.

11. IN WITNESS WHEREOF..... FOR AND ON BEHALF OF THE BANK HAS SIGNED THIS GUARANTEE ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

12. ( )

13. WITNESSES :

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