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# CONTRACTING FUNCTIONAL PROCEDURE

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MHCPL-FP-CNTR, REV. 02, DATE 15/04/2025



**My Home Constructions Pvt Ltd**

My Home Hub, Block – III, 8<sup>th</sup> Floor,  
Madhapur, Hyderabad - 500081



## List of Functional Procedures



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## 1. Purpose:

This process is applicable to all services required for smooth functioning of MHCPL activities.

## 2. Scope:

This process is applicable to all the contracting of services for operation of MHCPL office and project(s).

## 3. Responsibilities:

Primary : HOD – Contracts  
Secondary : Manager – Contracts.

## 4. Procedure:

### 4.1 Note for Approval:

- a) All the Service indent for approval will be raised in MHCPL PHP

Service indent for approval will be prepared at site and will be sent to site in-charge approval. After approval of site in-charge or VP Projects, the same will be sent to VC (Vice Chairman) after approval of Senior President (Projects).

Once service indent is approved by VC, automatically the mail will be sent to PS department (SAP Team) for preparing purchase requisition in SAP and cc to Contracts department and concerned site in-charge or VP Projects. Enclosed the format as **Annexure – 1**.

- b) Hard copies are considered as note for approval for few cases like MEP Works, Consultancy Orders, specialist works, Interior works, major civil contracts etc. and misc. works. Once it is approved by Vice Chairman/ Sr. President, the same will be sent to PS department (SAP Team) for preparing purchase requisition in SAP.

### 4.2 Purchase Requisition:

The Project Systems (SAP team) raises the purchase requisition in SAP against Service indent/ Note for approval, all the Purchase requisitions shall be approved by the respective officials as per the delegation of powers in SAP.

### 4.3 Price Finalization:

Once PR is approved in SAP, automatically the mail will be sent to Contracts department for preparing work order in SAP and cc to PS department (SAP Team).

- i) All work Orders against the indents/ Note for Approvals shall be processed by Contract department at Head office.
- ii) Contract Department shall not process any item/request without an approved indent with all requirements. In case of exception, written approval/verbal approval of the VC/ MD/Sr President shall be obtained.
- iii) Lead Time can be ascertained by taking average of past three work Orders except in case of Emergency indents.

For smooth functioning of MHCPL activities these are the step following as mentioned below.

#### a) For New Service's:

The Contract department shall invite quotations or float tenders and/or visit market or contractor's place, if necessary, in accordance with the nature and gravity of material/labour required. Offers from at least two or more than two parties should be obtained. In some cases, single quote can be obtained. If not obtained reasonnb



s for not obtaining the offers and the price justifications with reference to the market conditions shall be recorded.

**i) Amongst to the reference may be drawn from: -**

- Contractors Walk-in.
- Internet
- Telephonic.
- Other units of the company and group companies.

**ii) Request for Quotation:**

RFQ should include description of the materials, scope of services, technical specifications if any, quantity and expect delivery schedule.

- Request for quotation will be sent to contractors through mail for all shortlisted contractors by VC/Sr President/HOD (based on contractor evaluation).
- Revised offers, if necessary, should be obtained in line with the terms and conditions of the RFQ. In case the contractor is not in agreement with terms and conditions, conditional offers may be obtained.

**iii) Comparative Statement/Approvals:**

Comparative Statement shall be prepared for all the offers received from the contractors. Wherever the offers are in complete vague, clarifications shall be obtained verbally / email for arriving the landed cost of the material. Quotation must be obtained from at least two or more parties. Sample format is furnished in **Annexure - 2**. (For price comparison statement).

**iv) Negotiation:**

- Prepare the comparative statement as per set criteria, rate the Contractor and shortlist the Contractor for further negotiations.
- Intimate the shortlisted Contractors if the negotiations to be held in person via email/ Phone about the date and venue of the negotiation meeting under intimation to VC/ Sr. president (Projects).

**b) Existing Material/ Service:**

The WO is release with reference to the rate contract agreement/ previous proposal or WO reference.

- c) Quantity Amendment Orders shall be processed with reference to the request received from project team/Central Planning Team upon duly approved by the management.
- d) In case of NT items, rates will be negotiated with the same contractors who is executing the main works and finalize the commercials as per the terms specified in the work order.
- e) In case the proposed work is similar to previous approved work orders, commercials will be finalized as per the previous approved price.
- f) In case of any emergency works, if the senior management appoint the contractor for the execution of such works, negotiation shall be done with the same contractor and put for management approval.
- g) For all consulting work Orders/Main civil structural works/ MEP Works/ Interior Works, Selection of Consultants/Contracts shall be of nominated basis/based on the techno commercial negotiations duly approved by Senior Management.
- h) In case of any specialist works, selection of contractors shall be done with single quotation.
- i) For those works, which are having approved rates, in case such works are repeated in the same project (or) other projects, the same rate shall be considered and put for management approval.
- j) In Case of any works, if the basic material price mentioned the pricing for such works shall be functioned at the final stage of execution of such works, by taking actual pricing of material and rate will be finalized as per the terms mentioned in the contract.



- k) **Not Applicable (SOP REV 01)** During the progress of works, If there is any variation (5% to 10%) in the material cost, and if the contractor request for rate variation of the contract price will be revised in proportion to the variation of price and for such escalation of prices, management approval shall be taken and then process the Order amendment.
- l) For any repair works (P&M)/ maintenance works/ procurement of spares /miscellaneous works, if the senior management appoint the contractor for the execution of such works, negotiation shall be done with the same contractor and put for management approval.
- m) **Not Applicable (SOP REV 01)** Price escalation shall be considered for such works, when there is an escalation in basic price of raw materials (beyond 10%) when compared to the basic prices considered at the time of finalization of contract up on receipt of approval from the Sr.management for such escalations
- n) In case of any change in specification /drawing/detailing of any works after awarding the contract, the same will be reviewed based on the revised documents and the rates will be revised after duly discussing with the contractor up on getting the approval from the Sr.management

#### 4.4 Work Order

- a) The Contracts Department shall take follow-up / expedite action of pending Work orders based on reports from Planning Team.
- b) Contracts department shall also follow up with the Contractors for speedy deployment of work force & Labour as per project schedule.
- c) In case of monopoly or monopolistic market, other consumers using the same product may be consulted. In case of non-recurring but repeat orders, fresh quotations should be invited, if previous quotations are 6 months old.
- d) Normally the overall lowest quote (which confirms to the specifications of the materials/Scope of work /package) be accepted. However, where it is not feasible, even after negotiating with all other available bidders full justifications for accepting the higher one shall be recorded and approved by the unit head.
- e) Wherever the lowest quote is considered high or where the scope of reduction in rate, further negotiation should be made with the parties including L1 party and effort should be made to improve the terms of contracts.
- f) In respect to the items where the rates are decided by the HOD, Work orders should be placed as per the HOD recommendations and confirmation of the order acceptance must be obtained from the party.
- g) Work Order shall among other things: **(Annexure - 3)**
- Subject
  - Quantity
  - Unit rate
  - Value of the order
  - Terms of payment
  - General terms & conditions
- h) Contracts Department shall raise Work Order which shall be serially numbered automatically in SAP.
- i) All Work orders issued will be updated automatically in SAP.
- j) Copies of Work orders shall be marked as under:



- 1<sup>st</sup> copy-Contractor
- 2<sup>nd</sup> copy- Accounts Dept.
- 3<sup>rd</sup> copy-Indenter
- 4<sup>th</sup> copy-Site team
- 5<sup>th</sup> copy-Site In charge

- k) Acknowledgement of order: For all work orders value more than Rs.5.00 Lakhs, order acceptance should be mentioned in WO as token of acceptance within 10 days from the date of release of WO.  
**Respective project QS has to take the signature on the work order before proceeding the RA Bills/Advance**
- l) Normally order should be issued on firm price basis. However, if it is essential price variation formula / basis for price amendment should be provided in the order itself. Price variation clause is not applicable to contractor if he delivers / executes work during delivery period mentioned in WO.
- m) In case of firm price order amendment in the price, if essential should be done only with the approval of the authority approved the original order, and the amended WO to be issued to Contractor as an amendment etc. The new unit rates shall be firm & fixed.
- n) For special cases, Advance Bank Guarantee/Corporate Bank Guarantee shall be obtained from the Contractor against release of advance payment. The value of the Bank Guarantee shall be equal to the value of advance amount. The validity of the bank guarantee shall be valid till **recovery of the** advance taken by the contractor. All Bank guarantees shall be entered in a bank guarantee register and monitor their validities for taking necessary action before it's expire as deemed fit. For special cases, the performance bank guarantee shall be obtained from the contractor as per the terms mentioned in the work order.
- o) Special Cases, Retention amount shall be released against submission of Bank guarantee for the equal amount of retention money.
- p) Copies of Work order amendment shall be marked as per original work order.
- q) In case of poor performance or unethical practices, a contractor should be delisted by HOD
- r) New Contractor shall be taken after careful scrutiny among other things as under:
- s) The contractor may be a manufacturer or an authorized agent / dealer / stockiest or a reputed trader.
- t) Reference for the Contractor either from other units or associated concerns after completing the Contractor registration form with all documents.

## 5. CONTRACTORS EVALUATION:

- a) The Contracts Department shall maintain database of Contractors for different categories of works. The Contractors shall be selected based on their past performance, terms of contracts, quotations, etc. It shall be reviewed by contracts Department on a yearly basis or at any time earlier, if necessary.
- b) Any contractor whose performance has been found to be very poor and/or is responsible for any unhealthy practice should be suspended and the name of such contractor should be circulated to all concerned officials.
- c) Contractors' evaluation:  
A performance-based evaluation system should be introduced based on the following:
- Quality.
  - Delivery time.
  - Service after sales.



- Environmental conditions and
- Safety

The contractor evaluation are carried periodically for all the projects. The performance rating is circulated to all the contractors and suppliers in general meetings conducted every quarterly. Based on the performance, the Contractors/ contractors submit their corrective action plan if required for improvement.

d) Contracts Department shall maintain centrally at HO an approved contractor/sub-contractor list which will be updated by contracts Department and reviewed continuously. The site office may recommend names for inclusion in this approved list based on their experience and market intelligence. Such names will also get added to the approved list if found suitable after scrutiny. The following categories of contractors/sub-contractors can be automatically included in the approved list.

- Govt. Undertakings.
- Established & Well-known companies
- Contractors/Sub-contractors who have been associated with the company/group in the past.
- Contractors/sub-contractors approved by clients/consultants.

Development of new Contractors/sub-contractors is an important tool for cost reduction and therefore concerted efforts by Procurement are necessary in this direction.

**Contractor Communication:** For low performing / contractors are cautioned to improve their performance (Quality / Delivery of Product / Services) in weekly / general meetings.

#### e) Introduction of new Contractors

Contractor Registration Format needs to be forwarded along with enquiry & the Contractor should simultaneously forward fill in Contractor Registration Form along with quotation or before submission of quotation. If the Contractor complies with MHCPL requirement his offer may be approved. This is a continuous process to develop new Contractors for better competition, technology and improvement in the company operation and maintenance. A format is prepared and placed in the **ANNEXURE - 4**

#### f) **Procedure for Contractor registration/Contractor development/Contractor enlistment:**

Our format shall be sent through email / by post to all regular Contractors, known Contractors, and the contractor approaching for registrations. 15days' time shall be given to fill and return with all documents.

Approval of Contractor registration and validity: VC is competent to approve the Contractor registration and validity of Contractor registration shall be minimum period of 5 years from the date of approval with a provision to extend for another 2 years with approval of VC.

A Contractor registration certificate shall be issued to each approved Contractor under the signature of Authorized Signatory with Contractor registration code.

### 6. **Payment Terms**

- Normally the terms of payments should be made on pro-rata basis / item wise during execution of work or part payment against delivery of material otherwise necessary care to be taken by contracts Department to get the advance payment adjusted.
- While making payment to parties the particulars of payment along with details of deduction, if any should be furnished by accounts with a copy to Contractor.
- For advance payments Bank Guarantee to be obtained if the amount exceeds Rs.25lakhs from the





Contractor. If the contractor is not accepted / capable to furnish Advance Bank guarantee, the case shall be reviewed by VC/HOD based on the Contractor credentials and shall take the approval from VC/HOD for special cases without BG.

- i). To maintain the timely work the following steps has taken to avoid delays.
  - ii). Penalty clauses to be added in to late completion of work.
  - iii). Contractor Registration format shall be implemented which was already kept for approval.
- d) In Special Cases, in case contractor is not able to submit the advance bank guarantee, Corporate Guarantee can be allowed subjected to approval of management.
  - e) In case of any advance process from HO beyond 25 Lakhs, written approval shall be taken from the VC of payments.
  - f) Any Advances for respective contractors mentioned in the work order shall be recoverable from the Running account bills on Pro-Rata basis.
  - g) For any repair works (P&M)/ maintenance works/ procurement of spares /miscellaneous works/emergency works same , 100% advance shall be recommended in some special cases ,as per the recommendations received from the P&M head.

## 6.1 Terms of Work Order

### A. GENERAL:

- a) We do not accept any responsibility for any order unless issued on our official signed Work order form.
- b) Client may terminate or cancel work under this order in whole or in part at any time by written or telegraphic / EMAIL notice. Termination shall be without prejudice to any claims which one party may have against the other for work per formed and materials supplied up to date of cancellation.
- c) Should the Contractor quote or offer better terms to any other party for any works of similar /same specification and quantity, we shall have the option to issue the order on the same terms. The benefit of such reductions is to be with retrospective effect of the lower price whichever is earlier.
- d) If client not satisfied, any scope of work as mentioned in the contract for any reason in terms of this contract will rectify at contractor risk and cost.
- e) Any terms and conditions rescinding, adding to or altering the terms of this work order subsequently shall always be in writing by amendment order. All such additions, alterations or deletions as per amendment order shall be deemed to be incorporated here in and made part of this work order.
- f) In the event of any breach of this contract on the part of the contractor, the contractor agrees to compensate us in such a manner, as may be determined by us.
- g) The contractor is not allowed to offer any commission, brokerage or any other gratification to any of the employees, at any level.
- h) The enclosed copy of this order must be duly signed by the Contractor and returned to us with in 7days, failing which this order will be deemed to have been accepted.
- i) Work orders sent by mail/post to Contractor will be deemed to have been accepted in to, unless objection if any are received by us within 48 hours of our transmission.

### B. General Representations & Warranties:

The Service Provider represents and warrants to the Purchaser that –





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(a) The delivery of the Products by the Service Provider shall not breach the terms of any separate agreement by which the Service Provider is bound;

(b) The Products provided by the Service Provider under will conform to all the specification, technical requirements and timelines as required by the client; and

(c) the Service Provider shall perform all obligations in good faith and to the highest industry standards.

**C. WARRANTIES**

a) The Service Provider warrants that for the period as specified in this Agreement (the "Warranty Period") Products shall be free of all defects in material and workmanship, conform to the agreed specifications drawings, samples or descriptions, be free from design defects, will be merchantable, of satisfactory quality and fit for the particular purpose intended by the Purchase, will be safe and appropriate for the purpose for which goods of that kind are normally used. If at any time during such period any defects are detected in any of the Products delivered, the Service Provider shall be bound to rectify such defects either by performing repairs or replacing such defective Products with new/fresh pieces of same configurations as per order ("Defect Liability").

b) The Service Provider further warrants that it shall comply with all applicable laws and regulations during the performance of the Service Provider's duties and responsibilities under this Agreement. The Service Provider agrees to replace or correct defects of any goods or services not conforming to the specifications of the Purchaser as per this Agreement promptly, without expense to the Purchaser, when notified of such nonconformity by the Purchaser.

**D. FORCE MAJEURE CONDITIONS**

Neither Party shall be liable to the other for delay or non-performance of its obligations (and shall not be liable for any loss or damages caused thereby) where the same is occasioned by any cause whatsoever that is beyond their control including but not limited to an act of God, war, civil disturbance, requisitioning, Pandemic, governmental or restrictions, prohibitions of any kind, regulations, breakdown of machinery, fire, etc. The Party affected by Force Majeure shall take all necessary steps to mitigate the event of Force Majeure.

**E. INDEMNIFICATION -**

The Service Provider agrees to indemnify and hold harmless and defend Purchaser from any and all liability, expense (including reasonable defence costs and reasonable legal fees), claims, damages, and losses (collectively, "Losses") arising from or in connection with any of the following:

- a) Service Provider's breach of any of its representations, warranties, covenants, or obligations hereunder;
- b) the negligence, intentional misconduct, or violation of any law, ordinance, or regulation by Service Provider, its employees, or its subcontractors in the performance of their obligations hereunder; &
- c) bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or wilful misconduct of Service Provider, its personnel, or its subcontractors in the performance of this Agreement

**F. QUALITY STANDARDS**

- a) The material supplied must confirm to our standard specifications or samples as the case may be.
- b) If the material supplied against this order do not confirm to the standard, specifications or samples approved by us the same shall be liable to be rejected at the contractor cost and risk. Our decision on the question whether the goods supplied confirm to the standards, specifications or samples approved either directly by us or any third-party inspecting agency.
- c) The client may at any time by written order, make changes in the drawings, designs or specifications applicable to the supplies covered by this work order with.
- d) All items should be supplied according to our furnished blue prints, drawings, designs,



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manufacturing data,, specifications or information shall not be utilized by the contractor .

**G. TRANSIT INSURANCE: (if the Contract Material+ Service)**

The goods are to be insured for transit risk at contractor expense unless otherwise authorized by us.

**H. DELIVERY**

- a) Delivery time is the essence of the contract and the client may reject the services not delivered or furnished on dates here in informed. Delivery must be affected within the time stated.
- b) The client shall have the option to cancel or to reject the contract in case of poor performance.

**I. PAYMENT ADVANCE**

Payment made received as per this Work order prior to inspection shall not constitute as acceptance thereof. In the event of rejection, such advance has to be refunded together with interest unless authorized by us for adjustment against future supplies.

**J. RETENTION MONEY**

We shall retain 5% of the order value as Retention money from each & every Running Account Bill (RA- Bill), and shall be released after defect liability period of 12months from the date of taking over certificate duly certified by engineer in charge.

In some special cases, the works which are of miscellaneous type, NMR, Repair works, hire, Manpower supply, some consultancy Order, security services etc., shall be minimized or removed, subjected to nature of job.

**K. DEFECTS LIABILITY PERIOD**

Defects Liability Period shall be 12 (TWELVE) months from the date of issue of "Taking over Certificate".

In some special cases, the works, which are of miscellaneous type, the defect liability period shall be minimized or removed, subjected to nature of job.

**L. LIQUIDATED DAMAGE FOR LATE DELIVERY**

If you fail to complete the supply as per our schedule, you shall be liable to pay to us liquidated damages @½% of the Total Consideration per week of delay calculated from the next day from the original delivery date till the date of actual delivery which shall however be subject to a maximum amount equivalent to 5% of the Total Consideration.

**M. ENVIRONMENTAL HEALTH AND SAFETY TERMS AND CONDITIONS:**

A Brief note on EHS is listed below, however contractor must adhere the EHS rules mentioned in Annexure-5 (HSE Guide Lines)

- a) PPE such as Helmet & Safety Shoes are mandatory for all contract workers while working at site. All PPE / Spl PPE such as helmet, shoes, Hand gloves, safety goggles, etc. shall meet BIS & ISI Marked or any international standards. Complete PPE/Spl PPE is in the scope of contractor only. However, on request by the contractor's PMs or I/Cs, the same PPE will be supplied by MHC at site on chargeable basis as rates under:
  - i). Safety Helmet Rs. 500/-
  - ii). Safety shoes Rs. 2000/- per pair
  - iii). Safety Goggles Rs. 250/-
  - iv). Leather hand gloves Rs. 450/- , Cotton gloves Rs. 75/-, PVC gloves 350/- per pair
  - v). Full body harness with double lanyards. Rs. 7500/-



- b) All special PPE such as Welding screen, Gas cutting goggles & leather apron shall meet BIS & ISI marked or any international standards, are in the scope of contractor (If Applicable).
- c) All lifting machineries, tools & tackles, are to be tested by any approved third-party agency, and submit report MHC safety I/c along with competency certificate. (If Applicable).
- d) All machineries such as welding sets are to be provided with ELCB and cables without joints and all gas cutting sets are to be provided with flash back arrestors, and gas cylinders are to be with guard. All gas cylinders not to be stored below the ground floor. All cylinders are to be stored above floors or in open shed with proper/approved storage conditions. Perished or damaged/jointed gas tubes and damaged/jointed welding cables not to be used at any site. (If Applicable).
- e) All electrical hand tools such as cutting, drilling, grinding, etc. which will operate by power machines should have a proper guards, and these machineries shall be provided with proper plug tops (If Applicable).
- f) Client shall provide Proper safety nets as per BIS standard or any international standards or approvals and its erection at all appropriate required places while work in progress is to be ensured.
- g) Good housekeeping & proper hygiene at work areas has to be maintained on day to day basis by the respective contractor. (If Applicable).
- h) Sanitation, Housekeeping and Inspection at labour living area:
- i) The labour living area should not be less than two square meters (2 m<sup>2</sup>) for each person. In every living area should be provided with, one 60 watts LED light, one ceiling / pedestal fan, 2 plug sockets. Each person should be given with a bed for comfortable sleep. Each living space also should have a door opening with lock facility and one window to be provided.
- j) Entire camp area electrical wiring should be above ground, and proper junction boxes with MCBs to be provided.
- k) Kitchen & dining facility to be provided for all workers to take their food comfortably. And water coolers to be provided in dining rooms as appropriate.
- l) Toilets to be provided at a ratio of one WC for every 50 workers, and proper wash facility to be provided.
- m) Proper and sufficient waste bins to be provided at locations as required to ensure proper sanitation. And dedicated team to be ensured for maintenance of sanitation at labour camp area.
- n) Entire labour camp area to be treated for mosquitos, flies, and other bacteria once in a week or as required fit.
- o) If any dry provisions store is provided, the same should ensure no drugs or alcohol are sold.
- p) P.S: Penalties for any deviation as mentioned above will be imposed and will be deducted from their respective running bills duly communicating to contractor's project manager/safety officer.

#### N. TERMINATION:

- a) Parties agree, understand and acknowledge that the client has the exclusive right to terminate this work Order at any point of time by given a written notice to the contractor. The contractor agrees that in the event of termination of this work Order by the client it shall be the contractor duty/liability to duly execute all pending assignments and delivery the Products in proper physical custody in the same manner as per the terms and conditions herein. In the event of termination fee payable will be only be for the delivery/services satisfactorily performed prior to the date of such termination. The client has the right to withhold all pending payments that maybe due at such point of time for a period of 60 days or till the termination issues are resolved (whichever maybe later).
- b) In the event of termination, if the client has already paid any Advance to the contractor, then the contractor is bound to return such entire advance amount within a time period of 15 days from date of such termination without fail. If the contractor fails to return such advance, then the Seller shall be liable to pay interest at the rate of 18% per annum per day till the amount is returned. Until such advance amount is returned the Purchaser shall also be at liberty to hold back the goods or products in his possession if already delivered.





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**O. CONFIDENTIALITY**

- i. Parties acknowledge and agree that if in connection with this Agreement either Party gains information relating to the other Party's business affairs, operations, products, know-how, customers and records ("Confidential Information") and hereby agrees not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than as strictly required for the performance of this Agreement.

**P. JURISDICTION**

Both Parties agree that the courts in Hyderabad, Telangana shall have the exclusive jurisdiction to decide any dispute that may arise between them in connection with or relating to or arising out of this Agreement. The Laws in force of the Republic of India shall be applicable to this Agreement.

**For MHCPL,**

**Authorised signatory**



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## ANNEXURE - 1

## NOTE FOR APPROVAL FORMAT

Date :

2021-09-03

Service INDENT

Case ID :58805

Req.By :R venu gopal reddy

Plant :2016-My Home Tarkshya Project

Ph.No :9912229749

Priority :



* S.No	* BOQ/WBS Element	* SUBWBS Element	* WBS Description	* Description	* Service Code	* Size Specification	* Unit	* BOQ Quantity	* Indent Till Date	* Balance Quantity	Quantity Required	Expected Date of Delivery	Remarks/Purpose
1	MHA.TK.02.01.01	MHA.TK.02.01.01.02	Club House -Other Works	Toilets water proof	Activity		Sqm	230.32	0.00	230.32	230.32		Club House Toilets Vendor:-KBS Constructions
2	MHA.TK.02.01.01	MHA.TK.02.01.01.02	Club House -Other Works	Brickbat filling	Activity		Cum	97.51	0.00	97.51	97.51		Club House Toilets Vendor:-KBS Constructions

## COMMENTS/RECOMMENDATIONS

Sr.President :	
WTD :	
Requisitioner :	

Requisitioner  
Pavan Kumar P  
2021/09/03 11:57:11

VP Projects  
Purushottam  
2021/09/03 04:40:59

Sr.President Projects  
kanaka Ravi Sai  
2021/09/03 09:38:45

Executive Vice Chairman  
Ramu Rao J  
2021/09/05 06:27:16



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## ANNEXURE - 2

## PRICE COMPARISON/COMPARATIVE STATEMENT.

MY HOME CONSTRUCTIONS PVT LTD

Project: MY HOME TARKSHYA

Sub: Comparison Statement for Supply & Fabrication of MS Brackets

DATE:

S.No	Description Of Work	Uom	Quantity	Jahuavi Engineering and Service		CK Creations		Remarks
				Rate	Amount	Rate	Amount	
1	<b>MS BRACKETS FOR FIXING KITCHEN PLATFORM</b> Supplying of MS Fabricated "L" angle (ISA40X40X6) with 10/12mm drill holes including one coat of red oxide and 2 coats white enamel paint as per approved shade by Architect,including loading, transportation, unloading etc., complete as per instructions of Engineer in-charge. For Kitchen platform: L angle sizes (ISA40x40X6): 475mm X 475mm @ 6nos holes in equal distance of each bracket. Make: SAIL/JINDAL	Kg	19,531	80.00	15,62,485	78.00	15,23,423	
2	<b>MS BRACKETS FOR FIXING WASH BASIN</b> Supplying of MS Fabricated "L" angle (ISA40X40X6) with 10/12mm drill holes including one coat of red oxide and 2 coats white enamel paint as per approved shade by Architect,including loading, transportation, unloading etc., complete as per instructions of Engineer in-charge. For Kitchen platform: L angle sizes (ISA40x40X6): 475mm X 475mm @ 6nos holes in equal distance of each bracket. Make: SAIL/JINDAL	Kg	3,581	80.00	2,86,442	78.00	2,79,281	
PRIME AMOUNT==>>>			3,580.52		18,48,926.40		18,02,703.24	
GST - 18%					3,32,806.75		3,24,486.58	
TOTAL AMOUNT==>>>					21,81,733.15		21,27,189.82	
% Of Excess On L1 Price==>>>					3%		-	
GRADE:				L2		L1		
Payment Terms:				100% after Completion of work		100% after Completion of work		
Delivery Time:				As per project schedule		As per project schedule		
Remarks:				-NA-		-NA-		
Comments:								
Prepared by			Authorised Signature					
			HOD		Sr Management			





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**ANNEXURE - 3**  
**WORK ORDER****WORK ORDER**

<b>WO No.: 4300019218 / Date: 08.09.2021</b>		<b>Plant Code No: 2014 / My Home Mangala Project</b>					
<b>INVOICE TO:</b> <b>My Home Constructions Pvt. Ltd</b> 8th Floor, 3rd Block, My Home Hub Hyderabad - 500081 Telangana Phone : 040-66398686/90 Fax : 040-66442222 E-mail : purchase@myhomeconstructions.com Contact Person: Mob:		<b>VENDOR CODE: 301052</b> <b>Jahnvi Engineering and Services</b> Flat No. 717, B-Block, Ark Towers, Mayuri Nagar, Miyapur, Hyderabad - 500049 Telangana Phone : Fax: E-mail : jesallamurali@gmail.com Contact Person: Mr.A.Mohan Murali Raja Mob: 9246378301 Vendor Ref No:					
<b>OUR TAX DETAILS:</b> GST NO.: 36AABCM3724D1ZV PAN NO.: AABCM3724D IEC NO.:		<b>VENDOR TAX DETAILS:</b> GST NO.: 36AAKF37719FZZ3 PAN NO.: AAKF37719F					
Dear Sir, We are pleased to place our order on you to carry out the following job works to the following terms and conditions:							
<b>SR NO.</b>	<b>SERVICE CODE</b>	<b>HSN CODE</b>	<b>DESCRIPTION</b>	<b>UOM</b>	<b>QTY</b>	<b>RATE (INR)</b>	<b>AMOUNT (INR)</b>
1			Sup.Fab&Fix of Main Entrance Gate				
1.1	402507	9954	SFE of MS Structure Works	KG	843.000	95.00	80,085.00
Supply, Fabrication and fixing of MS gages using Box section: 75 X 75 X 4mm Horizontal sections and 75mm X 75mm X 4mm Main Vertical sections and 40mm X 40mm X 4mm Intermediate verticals sections. Flats: a) 4 X 12mm flats Horizontal b) 2 X 12mm flats Vertical.  as per approved drawing including one coat of red oxide as per Architects instructions finish complete rate shall include lead, lift, transportation, loading and unloading etc., complete. For Main Entrance MS gate							
<b>Work Location:</b> <b>My Home Mangala</b> My Home Mangala Residential Project Sy No 98,Kondapur Village,Serilingampally Mandal, Ranga Reddy District-500081 Phone: 040-66398686 Contact Person: Mr.Shiva Bakunoori Mobile No.: 9121048907				<b>Sub Total (INR):</b> 80,085.00 <b>Discount :</b> 0.00 <b>CGST @ :</b> 7,207.65 <b>SGST @ :</b> 7,207.65 <b>IGST @ :</b> 0.00 <b>Freight / Other Charges:</b> 0.00 <b>TOTAL AMOUNT (INR):</b> 94,500.00			
<b>AMOUNT IN WORDS: RUPEES NINETY FOUR THOUSAND FIVE HUNDRED Rupees Only.</b>							
<b>STANDARD TERMS &amp; CONDITIONS:</b> a) Please acknowledge receipt of order. b) We request you to sign the copy of the order and mail us at the earliest. This is necessary for our updating and payment purpose. c) Basic amount will be released as per mutually agreed credit period. Tax amount will be released after your uploading the invoice on Tax portal. d) Tax invoice should contain WO Number & date, Invoice No, Date, Invoice to Address, Vendor GST No, Recipient GST No, and HSN Code. e) Please indicate your Bank account details as your invoice for making the payment through RTGS/NEFT.							
<b>TERMS &amp; CONDITIONS</b>							

CIN : U45200TG1992PTC015115

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**My Home Constructions (P) Ltd.**  
8th Floor, Block - 3, My Home Hub, Madhapur  
Hyderabad - 500 081. Ph: 040 6639 8686. Fax: 6644 2222



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## ANNEXURE - 4

## VENDOR REGISTRATION FORMAT

KEY-01

MHCPL-FP-CNTR-F01

## MY HOME CONSTRUCTIONS PVT LTD

## Vendor Registration Form

(TO BE FILLED IN BLOCK LETTERS)

Domestic / Overseas		
Type of Vendor (Manufacturer / Dealer / Stockist)		
Major Supplier of (Name of the items)		
Vendor Name		
Registered Office Address with PIN Code		
Communication Address with PIN Code (If vary from Registered Add.)		
Supply / Invoicing address instead of communication address if it is different		
Contact Person(s)	Managing Director / Owner	Person to be contacted for all
Telephone No.1		
Telephone No.2		
Mobile No.		
Fax No.		
E-Mail		
Name of Banker		
Account No.		
Address		
Payment Terms		
PAN No.		
GSTN No ( Provide Multiple GSTN No's in case of multiple registration )		
HSN Code's (In case of Goods along with Product description )		

KEY-01

MHCPL-FP-CNTR-F01

## MY HOME CONSTRUCTIONS PVT LTD

## Vendor Registration Form

(TO BE FILLED IN BLOCK LETTERS)

Service Accounting Code's (SAC) (In case of Services along with service description)	
TDS Tax details	
SSI Status	(Please attach certificate copies)
Overall Turn-over for last 3 Financial Years	
Major Customer List	
Details of Major Project supplies / Completed	
Manpower / Equipment / Capacity details	(On a separate sheet)
Details of Quality Approvals	(Please attach certificate copies)
MSME Registration (Yes/No)	(If Yes, please attach MSME Certificate)
Other information(if any)	

Please complete the above Vendor Registration Form with all details and our company official will verify and evaluate your status as approved Vendor with our organization.

Signature &amp; Company Seal

Please complete the above Contractor Registration Form with all details and our company official will verify and evaluate your status as approved Contractor with our organization.

Signature &amp; Company Seal







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## ANNEXURE - 6

## VENDOR PRE-QUALIFICATION FORMAT

ANNEXURE-6  
CONTRACTOR PREQUALIFICATION DOCUMENT

1	Name of Contractor	
2	Nature work	
3	Address on which Correspondence should be done	
	Mobile no.	
	E-mail address	
4	Place of incorporation / registration	
5	Specify if the bidder is	
	a) An individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A Limited Company or Corporation	
6	Attach a copy of Proprietorship or Partnership Deed or Memorandum & Articles of Association of Incorporation of Company as the case may be	
7	Turn Over for the years given below	
	2015-2017	
	2017-2018	
	2018-2020	
	2020-2021	
	2021-2022	
8	Total number of technical team employed by company	
9	Whether the application team deployed in the project is of company own employees or contract basis	
10	Other details:	
	a) EPF No.	
	b) PAN No.	
	c) GST Registration No. (Copies to be enclosed)	
11	EHS Requirements	
	a) Do You Have EHS Policy?	(YES _____ NO _____)
	b) Any Incidents in previous Organization?	(YES _____ NO _____)
	c) SOP (Standard Operating Procedures)	(YES _____ NO _____)
	d) Ref Of Any Previous Organization HSE Dept Rating	

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ANNEXURE-6  
CONTRACTOR PREQUALIFICATION DOCUMENT

## JOBS COMPLETED BY THE CONTRACTOR (OTHER THAN MYHOME CONSTRUCTIONS)

s.no	Description of work	Name and address and contact number of the employer	Details of contract	Date of completion	contract value	Remarks

## ONGOING JOBS BY THE CONTRACTOR (OTHER THAN MYHOME CONSTRUCTIONS)

s.no	Description of work	Name and address of the employer	Details of contract	Date of completion	Contract value	Remarks

This is to certify that the above mentioned information

i) have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

ii) do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

SEAL AND SIGNATURE OF THE CONTRACTOR

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ANNEXURE-6  
CONTRACTOR PREQUALIFICATION DOCUMENT

Head Office use: vendor rating ( \_\_\_\_ / 10 )

s.no	Experience of the company	Turnover of the company	Technical capabilities	Statutory compliance	Quality, Environmental and safety
1	(30%)	(25%)	(25%)	(10%)	(10%)
	Prepared by: Name and designation				
	Reviewed by: Name and designation				

\*Rating shall be mentioned above from 1 to 10

If the Rating is

≤ 5 - DISQUALIFIED ;      ≤ 6 - NEED TO IMPROVE      ≤ 9 - EXCELLENT  
≤ 7 - GOOD                      ≤ 8 - VERY GOOD

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Change Control Document	
CCD No.	
Document Date	
Project Name	
Contractor Name	
Scope of Works	
Type of Amendment	
Reason for Amendment	
Work Order No.	
Work Order Date	
Amendment No.	
Summary	
Previous Work Order Value	
Amendment Value	
Final Work Order Value	
Raised by QS Manager	Remarks
Signature	
Approved By VP Projects	Remarks
Signature	
Approved By Sr. P Projects	Remarks
Signature	
Approved By Budget Head	Remarks
Signature	
Approved By Contracts Head	Remarks
Signature	
Approved By EVC	Remarks
Signature	

**MHCPL**Doc. No. **MHCPL-FP-CNTR**Rev. No. **01****CONTRACTING PROCESS**Date: **01.02.2024**Page No: **21 of 37****ANNEXURE - 8****STANDARD TERMS AND CONDITIONS****1. Type of Contract:**

This is an item rate contract at firm item rates as furnished by the Contractor in the annexed Bill of Quantities (hereinafter referred as BOQ). The rates shall remain valid and firm till completion for all work under the scope, irrespective of any subsequent increase/decrease in quantities & change in construction schedule.

The Rates quoted in the BOQ shall be deemed to include cost of all labour, Contractor's scope material, tools, tackle, plant & machinery, equipment, protection, duties, transportation, loading and unloading, insurance, handling required/ applicable, and Contractor's overheads & profits.

**2. Contract Price:**

The Contract Value agreed for performance of this Contract is the total of the amounts indicated in the BOQ forming part of this Contract Document. The prevailing applicable GST has been indicated at the end of the BOQ, in case of any variation in these tax rates the same shall be revised by the Employer and paid to the Contractor as per the prevailing taxes on submission of the relevant proof by the Contractor.

**3. Scope of Works:**

The scope of work for the Contractor shall consist of \_\_\_ Works at Project Name. The scope of work comprises of work as per approved architects' drawings, approved specification and as detailed in the BOQ and instructions of site in charge or his representative in stages. The work shall be carried out in accordance with the relevant Indian Standards and the specification and drawings supplied to the Contractor and any other instructions issued by the Engineer or his representative from time to time. The Contractor may refer to the drawings and bill of quantities for the exact details.

The Contractor shall offer all co-operations & co-ordination to other Contractors carrying out their specialized works on site so as to complete the project without any hindrance. Details of the items to be executed are defined in the Bill of quantities (BOQ) along with the quantities and rates.

Regular cleaning of the site shall be done by the Contractor (for his own job) and the debris shall be collected at a specific location as per the instruction of the Project manager to maintain good working conditions failing which the Employer reserves the right to get it done from the other agency and debit the expenses incurred against the job to the main Contractor. Debit will be done accordingly actual labour cost + 10% overheads & incidental cost. Debit note to be duly signed by Contractor & Employers representative.

**4. Performance Guarantee: (Only in specific cases)**

Contractor within 15 days from the date of issue of the WO, shall submit a Performance Guarantee (PG) for due performance of the Contract depending upon the total Contract value as indicated here under:

<b>Contract Value (Per WO excluding taxes)</b>	<b>% of Security</b>
<= Rs. 25 Lakhs	Nil
> Rs. 25 Lakhs and <= Rs. 10 Cr	Undated Cheque 5%
> Rs 10 Cr	Bank Guarantee 5%



Undated cheque shall be submitted along with the Undertaking and Confirmation letter from the bank as per Employer format else the same shall not be accepted by the Employer. The Employer shall be entitled to unconditionally revoke this guarantee in case of breach of the Conditions of the Contract. If required by this Contract, the Contractor shall furnish to the Employer within 15 days of release of the Letter of Intent/Contract, a Performance Guarantee by way of an irrevocable and unconditional Bank Guarantee issued by a Bank mutually agreed by the Parties for a value equal to 5% of the total Contract Value and valid for the period up to the date of completion (as per contract duration) plus 6 (Six) months. In the event that the work under the present scope gets extended beyond the stipulated completion time, the Contractor shall forthwith extend the validity of the aforesaid Bank Guarantees placed to such time or period then envisaged for completion plus 6 (Six) months. If the said renewed guarantee, in a form and manner similar to the guarantee provided earlier, is not handed over to Employer at least 60 days prior to the expiry of the guarantee, the employer shall be entitled to invoke the guarantee, notwithstanding anything to the contrary contained in the contract and/or the guarantee. In the event that another form of Performance Guarantee is required, then the same shall be provided by the Contractor in lieu of Performance Bank Guarantee as stated above.

## 5. Bill Certification:

### 5.1 Running account Bills

- i) The contractor may submit monthly invoices for works completed along with the certified joint measurements taken along with the Employer's site engineers before the end of billing period.
- ii) The contractor's bills must contain previous, present and total quantity as per the Employer's format supported with relevant measurement sheets and other documents.
- iii) Payment shall be made shall be made within 30 days of receipt of RA Bill which shall be subject to satisfactory submission of all required information by the Contractor. All the R.A Bills shall have an attached joint measurement sheet, Completion certificate, guarantees, vouchers, duly certified material reconciliation statement as may be applicable as per the instructions of the Employer's Representative.
- iv) For the reconciliation of the Free issue material (if any), a reconciliation statement, as agreed with Employer's representative, shall be submitted along with every third R.A. bill.
- v) All payments to the Contactor are subject to Retention as specified in Clause on "Retention & Defects Liability Period".

### 5.2 Final Bills

- i) Not later than 60 days after completion of the Works the Contractor shall submit to the Employer's Representative the final bill covering all works that have been carried out by the Contractor along with all supporting documents.
- ii) Upon through verification of the final bill and other documents, the Employer shall issue Work Completion certificate to the Contractor and along with that the Employer's representative shall process the final Bill.
- iii) All payments against the Final Bill shall be made within 60 days of submission of the Final bill by the Contractor.



**MHCPL**Doc. No. **MHCPL-FP-CNTR**Rev. No. **01****CONTARCTING PROCESS**Date: **01.02.2024**Page No: **23 of 37****5.3 No Dues Certificate**

The Contractor shall submit a No Dues certificate to Employer stating that all payments have been made to all nominated/ domestic sub-Contractors and suppliers as applicable 30 days before the release of payment against the final bill.

**6. Escalation:**

The rates indicated in the BOQ shall be firm throughout the contract and no escalation whatsoever shall be allowed in this contract. This clause shall be read in conjunction to the Clause for Claims and taken into account.

**7. Extra Items:**

If any items other than mentioned in scope of this work order are required to execute due to change in drawings /scope of work, the Contractor shall intimate to the Employer and accordingly a variation order will be issued by the Employer. The Contractor shall not carry out any extra works other than the scope of work mentioned in this work order without receiving variation order, in such case the bill for the same shall not be paid by the Employer. The contractor shall submit all relevant back up/bills papers for extra items.

Items for which there are no applicable rates in the schedule of quantities or for which rates cannot be derived from the available items the following shall be the basis for computing the rates.

- Labour Charges + Material supplied by Contractor +10% towards contractor's overheads, supervision and profits + applicable taxes.


**8. Taxation:**

- i) GST @ 18% shall be paid extra.
- ii) Taxes and duties as applicable at the time of delivery and payable against Tax Invoice. In case of any changes in present taxes and duties due to Government laws then the variation in taxes and duties shall be adjusted at actual.
- iii) You shall be liable to reimburse the tax amount along with interest at 18% if the input tax credit is denied either due to non-payment or for any faults of the supplier/contractor.
- iv) TDS as applicable shall be deducted from your bills and we shall issue necessary certificate at the end of the financial year
- v) All taxes and duties levied by the State or the Central Government or any other authorities as *per the existing laws, as on the date of the Work Order shall be borne by the contractor.*

**9. Contract Termination**

The Employer reserves the right to cancel or split this order in case of completion delays or poor workmanship. In case of such termination, no notice shall be given to the contractor and the contractor shall be paid as per the actual work done based on mutually agreed item rates & measurements less costs incurred by the Employer due to delay and/or repair costs incurred for rectifying defects due to bad workmanship.



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## 10. Mode of Communication

Any document, letter or memo shall be considered official only if the same is written & hand delivered or sent by Courier along with the POD or registered post. Official acceptance of letters by the Employer shall be considered only if the same is signed by a representative of the Employer.

## 11. Documentation

The Contractor shall submit the following documents for approval/record of the Employer's Representative/Employer within fourteen (14) days of receipt of Letter of Intent or Work Order whichever is earlier and during the course of execution of work as applicable.

- a) Detailed construction/work schedule showing the completion of works as per completion date including testing and commissioning along with one month look ahead program and recovery program if required
- b) Method statement for all items of work.
- c) Safety manual proposed for this project including safety precautions and safety measures etc.
- d) List of equipments and machinery along with its mobilization schedule.
- e) Site Organization Chart showing the names of the Project Manager and Engineers (dates of filling of position) along with manpower deployment schedule (labour histogram). Contractor to submit CV for all Key personnel for approval by Employer's Representative as requested. If necessary Employer's Representative shall call for interview for the Contractor's personnel.
- f) Quality Assurance, Quality Plan, defining authority levels and job specifications and Quality Control manual including Testing & inspection plan as proposed for this project.
- g) Daily work/programme of next day/Material consumptions and their test reports/.
- h) Weekly programme/progress reports in a prescribed form as detailed separately
- i) Procurement Plan & Material order report showing detail programming for ordering of all materials and scheduling of plants/equipments.
- j) Test reports of the materials etc. as and when required by the Employer or his Consultants.
- k) Inspection & Test procedures for material, equipment and completed works.
- l) Drawing including any shop drawings submission logs
- m) Logs of Request for Information (RFI's) issued by the Contractor.
- n) All labor & welfare arrangements and details of requirements for making the site ready for work
- o) A lifting protocol correlating tower crane, material hoist, loading platform, mobile cranes and cranes strategy at various levels. Logistics plan for all major equipment.
- p) Invoicing Plan
- q) Any other documents as mutually agreed between the Parties.

The employer's representative shall have the right to add or delete any other document as needed from time to time.



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- a) Daily Labor Report (to be submitted everyday) giving names/trades of all their operatives/staff who have attended work, areas of work & list of equipment used.
- b) Four copies of Report containing the following shall be submitted by the Contractor to the Employer through the Employer's Representative on or before the 2nd day of every week. The format for each section of the report as defined below will be as mutually agreed between the Contractor and the Employer
- c) Two copies off the monthly report on 5th of every subsequent month to the Employer's Representative containing:
  - i). Description of executed work
  - ii). Critical issues to be highlighted
  - iii). Special occurrences, accidents, etc
  - iv). Drawing & Material Submission Log
  - v). Method Statement & Procurement Log
  - vi). List of memos and instructions ordered by the Employers' Representative
  - vii). Color photographs of the site showing necessary views of the work at not less than 10 locations
  - viii). Progress report against 3 months look ahead program which shall include resource loading, earned value data, etc., Any other report as required by the Employer

**13. Contractors Representative**

The Contractor shall have on Site at all times during working hours throughout the course of the Contract, at least one competent senior Representative who shall be empowered to make decisions binding on the Contractor in respect of all matters likely to arise in connection with the execution & coordination of the Works at Site and the Contractor shall keep the Employer's Representative and the Employer informed at all times about the name and designation of such Representative. The Contractor's Senior Representative shall have the power to take joint measurement and sign the measurement books/bills.

Any directions, explanations, instructions, or notices given by the Employer's Representative to such Representative shall be held to be given to the Contractor and the Contractor shall be solely responsible and liable for the same.

**14. Quality Management (Penalties shall be added after discussion with the Quality Team)**

- a) Contractor has to submit the Construction Quality Control/Quality Assurance Plan (CQAP) to project engineer in charge or Client QA/QC In charge within TWO weeks from the date of sign of work order
- b) Contractor has to submit the daily construction plan to Project engineer in charge. The report will include a summary of the contractor's daily construction activities. Supporting inspection data sheets will be attached to the daily report where needed.
- c) Contractor has to take prior work permit from the quality team or engineer in charge before execution of work
- d) It is the responsibility of contractor to rectify all observations made by the quality team before execution of the same
- e) Preventive actions are taken by the contractor to eliminate the cause of a potential non-conformity such as defects that appear on the surface of concrete during construction due to



lack of proper placing and curing procedures, or poor workmanship. The contractor QC/QA, shall take preventive actions as necessary to eliminate the causes of potential deficiencies so as to prevent their occurrence

- f) *Non-conformances are major deviations from the contract requirement and/or accepted standard of quality, which must be formally documented for corrective action by project incharge or the third party testing group. Failure by a contractor to correct a minor deficiency after having been put on notice will also result in a non-conformance if it is not corrected within 5 days of notification.*
- g) The contractor will implement corrective actions to remedy work that is not in accordance with the drawings and specifications.
- h) Rectification works: In case of any defects found by the client Engineer/QC in the civil/structural works, contractor has to rectify the same with the labour & equipments at no extra cost. Any materials required for the rectification works will be provided by the client.
- i) Contractor is responsible for controlling the quality of its work to meet contract plans, specifications, and related requirements. The contractor's QC is the systematic implementation of a program of inspections, tests, and production controls to attain the required standards of quality and to preclude problems resulting from noncompliance.

## 15. Statutory Compliance

The Contractor shall in respect of all persons employed by him in the Site, factories, workshop or other places occupied or used by him for the execution of the Contract including the Works, pay rates or wages, emoluments and expenses and observe hours and conditions of labor not less favorable than those established for the particular trade or industry in the district where the Works is carried out to which the organizations of employers and trade unions Representatives or a substantial proportions of the employers and workers engaged in the trade or industry in the district are affiliated and the same shall be in line with the locally applicable laws pertaining to minimum wages. In the absence of such established rates and conditions the Contractor shall pay rates or wages and observe hours and conditions of labor which are not less favorable than the general level of wages, hours and conditions observed in the trades or industries similar to those in which the Contractor is engaged.

The Contractor shall comply with the provision of all labor legislation including the latest requirements of all the Acts, Laws any

Regulation or Bylaws or any local or other statutory Authority applicable in relation to the execution of Works, including but not limited to:

- a) Minimum wages Act, 1948 (Amended)
- b) Provident Fund Act
- c) Factories Act
- d) Micro, Small & Medium Enterprises as per MSMED Act, 2006
- e) Payment of Wages Act, 1936 (Amended)
- f) Workmen's Compensation Act, 1923 (Amended Act No. 65 of 1976)
- g) Contract Labor Regulation & Abolition Act, 1970 and Contract Labor (Regulation and Abolition) Central Rules 1971 (Amended)
- h) Apprentices Act 1961.
- i) Child Labor (Prohibition and Regulation) Act, 1986 Building and Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and Building and Construction Workers Welfare Cess Act, 1996



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j) Any other Act including E.S.I.C. or enactment relating thereto and rules framed there under from time to time.

Further, the Contractor will, at all times ensure and certify from time to time, in the form and manner requested by the Employer that none of the workers/staff/personnel employed in connection with the Project/Work are Illegal Immigrants. The Contractor alone shall be responsible for taking appropriate steps with regard to the identity of workers employed and shall be liable for all the costs and damages that may arise in connection with engaging and/or employing Illegal Immigrant(s). For the purpose of this Clause the term "Illegal Immigrant" shall mean a person who is not a citizen of India and does not possess valid and subsisting working permit/license enabling him to work or be employed in India for a fee/salary or otherwise.

The Contractor shall indemnify the Employer against payments to be made under and for the observance of inter alia the laws/requirements aforesaid. The regulations aforesaid shall be deemed to be part of the Contract and any breach thereof shall be deemed to be a breach of the Contract. On a random basis the employer shall be entitled to ask for the proof of adherence to the above regulations and upon demand the contractor to submit the necessary proof within 15 days of such demand and failure to submit shall be

deemed to be breach of Contract. At the time of award of contract, the Contractor shall provide to the Employer an Affidavit in the standard format provided by the Employer stating the above if such an affidavit is required by the Employer.


#### **16. Temporary facilities and Structures**

The Contractor shall bear all costs and charges for special or temporary facilities required by him and as required under applicable law in connection with access to the Site. The Contractor shall also provide at his own cost and expenses any additional facilities outside the Site required by him for the purposes of the Works. Clearance of all kind of food waste, other waste, drainage and sewage related to labor camp need to be met by the contractor. Contractor is fully responsible for the hygienic maintenance of labor camp and related facilities on a daily basis. Camp boss and cleaning staff in labour camp shall be deployed by the contractor to keep the camp clean and tidy.

Reasonable area of land, if required, for temporary construction of site office, stores, labor camp, workshops, stack-yard, cement and steel fabrication shall be made available to the Contractor free of cost for the period of the Contract. All temporary structures shall be removed immediately after completion of the works and the contractor to handover the duly leveled land free of any obstacles/encumbrances. The Contractor shall construct, maintain and demolish these structures at his own cost and shall be liable for the same in respect of the statutory provision of the govt. and municipal authorities. Access to the Site by the Contractor, their respective representatives, workmen and employees shall be merely a license for carrying out the Works, and the

Contractor shall not by it being allowed such entry on the Site, acquire any right, lien or interest either in the temporary structure, Work carried out by it or Materials or anything appurtenant or attached thereto or to any part of the Site. Further, it shall be the responsibility of the Contractor to ensure that the temporary construction is not illegally occupied.



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## 17. Environmental Precautions (Applicable points to be added)

The Contractor shall observe all applicable environment laws and take necessary precautions and measures to ensure that his personnel, workers, Sub Contractors or suppliers as well as equipments and vehicles the norms regarding emission levels and noise levels as laid down by the statutory authorities. He will similarly observe all norms regarding disposal or treatment of all types of waste matter and shall be entirely responsible for any claims, damages or penalties in event of non-compliance. He shall indemnify and keep indemnified the Employer from any and all claims, damages or penalties and will remain liable for the losses caused to the Employer as result of the non-compliance of the said requirements.

### 17.1 Security and Protection of the Environment

The Contractor shall observe all applicable environment laws and take necessary precautions and measures to ensure that his personnel, workers, Sub Contractors or suppliers as well as equipments and vehicles the norms regarding emission levels and noise levels as laid down by the statutory authorities. He will similarly observe all norms regarding disposal or treatment of all types of waste matter and shall be entirely responsible for any claims, damages or penalties in event of non-compliance. He shall indemnify and keep indemnified the Employer from any and all claims, damages or penalties and will remain liable for the losses caused to the Employer as a result of the non-compliance of the said requirements.

Security provisions:

- a) There will be one entry and exit point from the site. These will be manned with security guards who will note entry and exits of individuals and check all vehicles
- b) Site will have a boundary wall (or if not possible, barricading with GI sheets) within six (6) months of start of substructure works on site
- c) Labor camp shall only be allowed in one part of the site and there will be an access control gate to/from the labor camp to the site or as directed by the Employer's Representative
- d) Security guard(s) will be stationed at Employer's stores location
- e) A Separate storage space shall be allocated for the Contractor's material
- f) The Contractor store shall be in 'lock and key' at all times when not in use. The custody of the key shall always be with the Contractor and not with the Employer Security
- g) The Contractor will be responsible for security of his material and other resources
- h) The Contractor may deploy his own security for safeguarding his material or other resources
- i) The Contractor cannot claim for any compensation for theft, losses or damages to his material stolen or pilfered from his stores or otherwise or if the material has been installed at site but not handed over to the employer.
- j) The Employer will not take into custody of any material which is in the Contractor's scope.
- k) All pathways and labor camp area shall be well-lit to ensure proper visibility at night

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- l) Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly and clean state appropriate to the avoidance of danger to persons



- m) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or as required by the Employer's Representative or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others
- n) Take all reasonable steps, to protect the environment on and off the Site to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- o) Ensure safe working condition at Site, like provision of safe means of access/egress, scaffolding, staging and platforms, transportation of men and material, adequate lighting/ventilation, safe use of power/compressed air/other services/plant and equipment, all material handling equipments etc.
- p) Ensure that all personnel deployed by him at Site are issued with necessary personal protective items of best quality/appropriate type/duly tested and examined and as per standard specifications like helmets, safety belts, goggles, respirators, life jackets, life buoys with lifeline, etc during working hours. Any defaulters shall be removed from the place of work immediately.
- q) Ensure that he deploys adequate and qualified Engineer/Supervisors/Electricians at Site and at different locations of work and will be responsible also to ensure that no short cuts/unsafe methods of work are adopted by the personnel deployed by him. The items of personal protection shall not be treated as substitute for safe working conditions.
- r) Ensure deployment of only qualified drivers, operators, electricians, technicians and riggers at site for any kind of operation or maintenance related to the machineries, vehicles, heavy vehicles and lifting machineries including mobile cranes and tower cranes as per authorization of RTO subject to verification by the Employer's representative.
- s) Maintain all statutory records and fulfill all obligations stipulated vide different statutes commensurate with located and type of Work.
- t) Ensure that all personnel deployed by him are aware of safe methods of Work. Contractor shall organize safety training from time to time.
- u) Ensure that no person other than the one deployed by him are present on the Site without adequate safety measures.
- v) Be liable to pay compensation/penalty for violation of safety rules and for each accident so occurred.
- w) Any personnel belonging to the Contractor or his sub-contractor(s) entering the site is required to undergo Safety induction.

## 17.2 Prevention of Pollution

The Contractor shall ensure that at all times during construction of the Works the Contractor complies with all environment laws and all reasonable precautions are taken to the satisfaction of the Employer's Representative to prevent pollution of the site and of the environment including but not limited to the following:

- a) The Contractor shall prevent pollution arising from the disposal or spilling of sewage, diesel, fuel oil and liquid mud, from the disturbance of natural dust, aggregate dust, or cement dust. The Contractor shall take all reasonable precautions to control the noise levels generated by construction equipment and mobile vehicles used for much handling and disposal as per the





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applicable local regulations and such as to not cause inconvenience to the neighbors or other parts of the site.

- b) Selection of ventilation fans (if applicable as per the Employer's Representative) shall be subject to the approval of the Employer's Representative and the same shall be provided with proper acoustics and/or silencers so as to maintain the noise level below the applicable level as dictated by the local regulations and such as to not cause inconvenience to the neighbors or other parts of the site.
- c) Trucks carrying excavated muck shall be adequately covered to prevent any spillage of muck on the roads while transporting the same to the locations of disposal.
- d) All construction vehicles should have the tyres washed before exiting the site.
- e) Muck handling trucks shall be provided with rubber mats.
- f) Crane hoisting system shall be hydraulically operable.
- g) Dust generation at the site shall be suppressed by suitable methods such as periodic water spray to the satisfaction of the Employer's Representative. The Contractor shall indemnify and keep indemnified the Employer from any and all claims, losses, damages and/or penalties arising due to Contractor's non-compliance of the said requirements.

#### **18. Defect Liability Period**

The Defect Liability Period shall be as stated in the Contract or, if not stated, then \_\_ months from the date of Completion of the Works as certified by the Employer's Representative by issue of the Taking-Over Certificate or by final bill certification.

Any defects, shrinkages or other faults which may appear during the "Defects Liability Period" arising in the opinion of the Employer's Representative from the material or workmanship not being in accordance with the Contract, shall be specified by the Employer's Representative in a schedule of defects which he shall deliver to the Contractor and the Contractor shall at his own cost rectify/amend/make good the defects within a specified time as instructed by the Employer's Representative.

In case of default on the part of the Contractor in carrying out such instruction, the Employer's Representative shall be entitled to employ and pay other persons to carry out the same at the risk and cost of the Contractor and the same shall be recoverable from the Contractor as per the Contract terms from any monies due or to become due to the Contractor under this Contract or any other Contract and in the event of the amount retained hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith and the Contractor hereby indemnifies the Employer in this regard.

The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Employer's Representative. The Contractor also has to carry out all comprehensive day-to-day maintenance during the Defect Liability Period at no extra cost to the Employer.

The above conditions shall apply notwithstanding that the material is supplied or works have been carried out by any Sub-Contractor who has been nominated by the Employer or approved by the Employer's Representative as per the terms of the Contract. The Employer shall be entitled to an extension of the Defects Liability Period for the Works or a part of the Works if and to the extent that





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the Works, Section or a major item of Plant (as the case may be) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Liability Period shall not be extended by more than two years.

The Contract shall not be considered as completed until a Defects Liability Certificate has been signed by the Employer's Representative and delivered to the Employer with a copy to the Contractor stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Employer's Representative satisfaction.

Subject to the terms of the Contract, the Defects Liability Certificate shall be given by the Employer's Representative within 28 days after the expiration of the Defects Liability Period, or in the case for different defects liability periods applicable to different Sections or parts of the Permanent Works, the expiration of the latest of such periods, or as soon thereafter as any Works instructed, Defect Liability Period have been completed to the satisfaction of the Employer's Representative.

## 19. Handling of Materials

*For all materials procured by the Contractor, the Contractor will have to make his own arrangements at his cost for handling, loading transporting, and unloading of the materials. In case of the free issue of the material by the employer, this will be issued from Employers store location. Beyond this location, all shifting, loading, unloading, transporting cost needs to be borne by the contractor. The Contractor will be held responsible and liable for any loss, theft, pilferage and/or damage that might occur to such Employer's materials. Any such materials supplied by the Employer remaining unused shall be returned to the Employer in as good a condition in which they were originally supplied at the place directed by the Employer.*

While executing the work, considerable amount of shifting and re-shifting of several materials/furniture items are likely to be involved. It is also likely that some of the items might be required to be temporarily shifted elsewhere in the premises on any other floors. The Contractor shall do these, and no payment against these works shall be separately paid by the Employer/Employers.

Movement of goods into the site shall be only with prior permission of the Employer's Representative. The Contractor will adequately plan such movements in advance and log the same in any format/system that may be used by the Employer for such purposes. Certain material which has a shelf life for the consumption, the contractor will be required to ensure consumption of the same during the usable life period for the work. Any Employer issued material which has been not used prior to expiry of the shelf life, Employer will have right to debit the landed cost of the material including contra charges towards recovery of the same. All materials shall be stored in a manner to ensure continuous protection against any damage. It shall be the sole responsibility of the Contractors to ensure security and safety of their materials. Contractors should construct a proper Store with all safety measures under

lock and key for safe custody of their properties. Adequate number of Security personnel should be deployed at their Stores by the Contractors at their cost to ensure proper security of materials. The custody of key of the store should be with the Contractor only. Any material issued/handed over to the Contractor by Employer Site Team during construction also falls within the meaning of Contractors' material. No claim will be entertained and/or compensation granted by Employer for any loss/damage of contractors' materials from the Stores or during fitment stage due to any reason or ground, whatsoever, including theft/pilferage. It shall be the exclusive responsibility of the Contractor to ensure that any finishing work involving materials which are likely to be stolen (copper based items, CP fittings, electrical cables etc.) are properly monitored during installation





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and adequate Security personnel deployed under their scope and cost for security of the fitments till handed over to Employer Site Team.

## 20. Free Supply Materials

Supply of this material is not included in the quote of the contractor. This material:

- a) To be ordered by Employer.
- b) To be paid for by Employer.
- c) Supply chain & delivery to be managed by Employer.
- d) To be handled at site by Employer till such time that the material is issued by Employer to the contractor.
- e) Reconciliation of quantities is needed and any issue by Employer over the estimated quantity (including permissible wastage) is debited to the respective contractor at cost at discretion of Project Head.

The free issue materials, if any, shall be kept in the designated storage area at site. The collection, handling, shifting, security and storing of the material shall be Contractor's responsibility.

The contractor shall notify the Employer for requirement of Free Supply material with sufficient notice period so that no delay is caused to the work due to non-supply of such material. The specific notice period shall be agreed to between the Employer and the Contractor.

## 21. Drawings

### 21.1 Adherence to Drawings & Specifications

The work shall be strictly in accordance with the drawings & specifications given in the tender document and approved by the Employer's Representative. The Contractor has to prepare necessary shop drawing (in accordance with the contract) for approval of the Employer's Representative before commencement of the work.

### 21.2 Custody and Supply of Drawings and Documents

The drawings shall remain in the sole custody of the Employer's Representative, but two copies thereof shall be provided to the Contractor free of charge. The Contractor shall make at his own cost any further copies required by him. The Drawings, Specifications and other documents provided by the Employer or the Employer's Representative to the Contractor shall not, without the consent of the Employer's Representative, be used or communicated to a third party by the Contractor for any purpose other than this Contract. In case of Contractor not abiding to this condition, then the Employer's Representative shall be entitled to, without prejudice to other rights and remedies, issue a notice informing of his decision to penalize the Contractor by forfeiting the Retention Money lying with the Employer.

Upon issue of the Final Completion Certificate, the Contractor shall forthwith return to the Employer's Representative all Drawings, Specification and other documents provided under the Contract and shall also give a declaration (in the format specified by the employer) to the Employer's Representative that all Drawings, Specification, descriptive schedules and other documents of a like nature have been returned. The Employer shall not release the final payment until receiving a confirmation from the Employer's Representative confirming the return of all Drawings, Specification and other documents provided under the Contract by the Contractor.

The Employer may also choose to supply the drawings and other documents through an online document management system. This will necessitate that all the coordination work on the drawings including RFIs, Change requests etc. will need to be made by the Contractor through the online system. The Contractor will ensure that his personnel are trained in usage of the



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system and adhere to the guidelines as directed by the Employer's Representative. The Contractor shall co-ordinate with other agencies/Employer's Representative/Architect appointed by the Employer for preparation of Drawings/execution of work at his own cost. All intellectual property rights regarding the drawings shall vest with the employer and shall not be encroached upon by the Contractor.

#### **21.3 One Copy of drawing to be kept on Site**

The Contractor shall at all time maintain one copy of all approved Drawings at the Works Site and the Employer/Employer's Representative shall have access to the same. Before the issue of the Final Completion Certificate to the Contractor, the Contractor shall forthwith return to the Employer Representative all Drawings and Specifications and shall issue a declaration to that effect as per the relevant clause.

#### **21.4 Contractor to Check Drawings**

During execution of Works, the Contractor must check that his Work is in accordance with the Drawings. The Contractor shall be responsible for all the errors in this connection and will have to rectify all defects at his own cost, failing which the Employer reserves all right to get the same rectified from a third party at the risk and cost of the Contractor and all costs incurred in connection with the same \*125% may be deducted/adjusted by the Employer from any monies due or to become due to the Contractor or may be recoverable from the Contractor by the Employer as debt and the Contractor hereby indemnifies the Employer in this regard. At the time the drawings are provided to the Contractor, the Contractor must check the drawings and point out any errors which, in its opinion, might be there in the same and which may affect the duration and quality of the work within 3 days of receipt of the drawings.

#### **21.5 Contractors' Shop Drawings**

Shop drawings shall be submitted by the Contractor for review by the Employers/its consultants prior to execution of the related works. Such drawings shall be reviewed by the Employers/its consultants and comments/suggestions are to be incorporated by the Contractor into its design. However, it is clarified that in all such cases, the Contractor is responsible for the design and execution of the works and any review/approval by the Employers/its consultants shall be a limited review and the Contractor shall be solely responsible for the successful execution and operations of the works in its scope. The Employers/its consultants shall have no responsibility whatsoever for the said works or their technical correctness/safety/execution process etc.

#### **21.6 Scaling of Drawings**

Manual scaling on the drawings issued to the Contractor for the works will not be permitted. Any dimension that is required to be derived from the drawings will need to be verified by the Contractor with the Employer's Representative.


#### **21.7 As-Built Drawings**

Wherever applicable, the Contractor shall submit 6 copies of each of the "As Built" drawings along with soft copies within 30 days of completion of works. Final payment shall not be released until "As Built" Drawings are submitted and accepted by the Employer's Representative. For any part of the works that are designed by the Contractor, he shall also submit 3 sets of the approved Shop Drawings within 30 days of completion of the work for which the Drawings were made. Final payment shall not be released until these Drawings are submitted and accepted by the Employer's Representative.

#### **21.8 Supplementary Drawings and Instructions**

The Contractor shall be wholly responsible for carrying out and completing the said Work in every respect in accordance with this Contract using materials and workmanship of the quality



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and standards specified and with the directions of and to the satisfaction of the Employer/Employer's Representative. The Employer/Employer's Representative may in his absolute discretion and from time to time issue further Drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as "Instructions of the Employer's Representative" in regard to:-

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

The Contractor shall forthwith comply with and duly execute any such Work as per Engineer's/Architect instructions provided always that verbal instructions, directions and explanations given to the Contractor or his Representative upon the Works by the Employer's Representative shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented in writing within a further seven days by the Employer's Representative's, such instructions shall be deemed to be Employer's Representative's instructions within the scope of the Contract.

## **22. Delays and Extension (Specific case , whichever point is applicable )**

### **22.1 Time for Completion and Tenure**

The whole of the Works should be completed in accordance with the schedule agreed upon by the Employer and the Contractor. In case of any mutually agreed change in the schedule, the same shall be recorded in writing.

The Contractor will also ensure the completion of the part of the works that need to be completed for meeting the milestones in the agreed schedule (including any changes agreed mutually in writing). The Tenure of the Contract shall be the period actually taken to complete the works under the Contract and shall be the number of days between the Start Date and the End Date.

- a) Whereas the Start Date shall be determined as follows:
  - i). The date on which the contractor mobilizes on site with at least 50% of the resources (labour, material and equipment) required to carry out the works and such date is certified in writing by the Employer's Representative.
  - ii). In case such written certification is not available, the date Forty Five (45) days before the date of submission of the first R.A. Bill by the Contractor which has a value more than Two percent (2%) of the contract value shall be deemed to be the Start Date.
- b) And whereas the End Date shall be determined as follows:
  - i. Date on which Employer's Representative certifies in writing that the works are virtually completed (including testing, commissioning and snagging).
  - ii. In case such written certification as above is not available, the date Forty Five (45) days after the submission of the final bill shall be deemed to be the End Date.



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## 22.2 Delays in Commencement

The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work except as provided for in the contract. The Employer shall inform the Contractor of the revised commencement date and the Contractor shall fulfill his obligations from such revised commencement date.

## 22.3 Delays and Extensions

The Contractor shall be allowed an extension in the time taken for completion of works and any agreed milestones only if the delay is caused by the Employer. No extensions to tenure (and related milestone dates) shall be permitted under any circumstances whatsoever save and except:

- a) Extreme, unworkable weather conditions or other extreme force majeure situations in which case tenure shall be extended by the period for which the unworkable weather conditions are prevalent at the site.
- b) Written orders from the Employer/regulatory or judicial authority (having due jurisdiction) to stop work on the particular project : In case such written order operates for a period of 30 days or less, the tenure shall stand extended by the period during which such written order operates. In case such written order operates for a period of more than 30 days, the tenure shall stand extended by the period during which such written order operated + 7 days (remobilization period).
- c) Severe Law and order situation (e.g. riots) in the immediate vicinity of the site making it not possible to work on site for a period exceeding 48 hours: In such case, the tenure shall stand extended by the period of prevalence of such Law & Order situation.
- d) Non-payment by the Employer for a period of 60 days beyond the agreed date of payment for any certified bill unless the same is disputed by the Employer: In such case, the tenure shall be extended by the period of delay in payment beyond the agreed date of payment - 60 days.
- e) Delay in release of drawing packages beyond the committed timelines with a cumulative permissible variance of 30 days: In such case, the tenure shall stand extended by the period of cumulative delay in drawing package less 30 days. The said timelines for the release of drawing packages shall be incorporated in the Contract Agreement.
- f) As a result of any major changes in the scope or design of the works. In such case, the tenure shall be extended as mutually agreed between the Parties.

All extensions in tenure shall be applicable only if the Contractor's notice of intent to claim any such extension of tenure is submitted to the Employer in writing within 30 days of the end of the relevant event. The Contractor shall be allowed an extension in the time taken for completion of works only if the delay is caused due to the Employer. This delay will only be recognized as such if it is agreed as such between the Employer and the Contractor and is recorded in writing.

## 22.4 Idling Charges

Idling charges shall only be applicable after a cumulative idling period of 45 days of such period as defined in Delays and Extensions].

No idling charges shall be payable towards Plants & Machineries till Contract Duration + 45 days (allowable stoppages from Employer). Also no separate charges will be payable for demobilization.

If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under [Suspension] and/or from resuming the work, the Contractor shall give notice to the Employer's Representative and shall be entitled to idling charges:





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- a) An extension of time for any such delay in accordance with [Delays and Extensions]
- b) Payment of any such Cost actually incurred (which shall be supported by necessary bills/document), which shall be included in the Contract Price. After receiving this notice, the Employer shall proceed in accordance with [Termination] to agree or determine these matters.

The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Clause[Suspension].

### 23. Suspension

The Contractor shall on the instruction of the Employer's Representative (which shall be final and binding), suspend the progress of Work or any part thereof for such time and in such manner as the Employer's Representative may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Employer's Representative at no extra cost to the employer. Where, pursuant to this Clause, this Clause applies, the Employer's Representative shall after due consultation with the Employer and the Contractor, determine the following:

- a) Any extension of time to which the Contractor is entitled and
- b) In case the Work is delayed due to reasons other than Force Majeure and not attributable to the Contractor (which the Contractor shall prove to the Employer that such delay is not attributable to the Contractor and the Contractor shall provide an indemnity to the Employer for any claims in this regard), then the Contractor shall be granted the extension of time as specified by the Employer.

### 24. Employer's Taking-Over

#### 24.1 Taking Over Certificate


When the whole of the Works under the Contract has been substantially completed and has satisfactorily passed any Tests on Completion prescribed in the Contract, the Contractor may communicate to that effect to the Employer's Representative, with a copy to the Employer accompanied by a written undertaking to finish within a specified period any outstanding Work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Employer's Representative to issue a

Taking-Over Certificate in respect of the subject Works. The Employer's Representative shall, within 21 days of the date of receipt of such communication, either issue to the Contractor, with a Copy to the Employer, a Taking Over Certificate, stating the date on which, in his opinion, the Works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the Work which, as per the terms of the Contract, is incomplete. The Employer's Representative shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified therein.

The Contractor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the Employer's Representative, of the Works so specified and remedying any defects so notified. The Defects Liability Period shall commence from the date of completion as certified by the Employer's Representative by issue of the Taking-Over Certificate.

The Employer may also issue a Taking over Certificate in respect of part of the works and the provisions of this clause will be applicable for that part of the works taken over in exactly the same manner.



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#### 24.2 Final Completion Certificate

On Successful completion of the entire Works covered by the Contract to the full satisfaction of Employer/Employer's Representative, the Contractor shall ensure that the following has been completed to the satisfaction of Employer's Representative.

- a) Clear the Site of all scaffolding, wiring, pipes, surplus materials, Contractor's labor, equipment, and machinery.
- b) Demolish, dismantle and remove all Contractor's Site offices and quarters and other temporary work, structures and constructions and other items and things whatsoever brought upon or erected at the Site or any land allotted to the Contractor/Employer and not incorporated in the permanent Works.
- c) Remove all rubbish, debris etc. from the Site and the land allotted to Contractor and shall clear, level and dress, compact the Site as required and said land to the satisfaction of the Employer's Representative.
- d) Shall put the Employer in undisputed custody and possession of the Site and all land allotted by the Employer to the Contractor.
- e) All defects/imperfections have been attended and rectified to full satisfaction of the Employer's Representative during the Defect Liability Period.

Unless the Contractor shall have fulfilled the provisions of the Clause, the Works shall not be deemed to have been completed. Upon the satisfactory fulfillment by the Contractor as stated above, the Contractors shall be entitled to apply to the Employer's Representative for a Final Completion Certificate in respect of the entire works.

If the Employer's Representative is satisfied of the completion of the Work relative to which the Final Completion Certificate has been sought, the Employer's Representative shall within 14 (fourteen) days of the receipt of the application for Final Completion Certificate, issue the Final Completion Certificate in respect of the Works for which the same has been sought.

This issuance of a Final Completion Certificate shall be without prejudice to the Employer's rights and Contractor's liabilities under the Contract, including the Contractor's liability for the Defect Liability Period. The issuance of a Final Completion Certificate in respect of the Works shall not be construed as a waiver to any right or claim of the Employer against the Contractor in respect of the Works in respect of which the Final Completion Certificate has been issued.

#### 24.3 Demobilizing Period

The Contractor on completion of works shall within 30 days completely remove and satisfactorily dispose-off all temporary works to the extent directed and shall do all work necessary to restore the territory embraced within the site to at least as good order and condition as at the beginning of the work under the Contract. Failing which, the Employer retains the right to carry out the same at the risk and cost of the Contractor and recover the same from any monies/retention amount due to the Contractor.

#### 24.4 Clearance of Site on Completion

Upon the issue of Taking Over Certificate for whole or part of the works, the Contractor shall clear away and remove from the whole or that part of the Site to which such taking Over Certificate relates, All Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Employer's Representative. Provided that the Contractor shall be entitled to retain on Site, until the



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end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

#### **24.5 Completion of outstanding works and remedying defects**

In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:

- a) Complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and
- b) Execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).

If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer. In the event that the Contractor fails to rectify such defects to the satisfaction of the Employer; the Employer shall be entitled to complete the works from a Third party and all such costs incurred shall be to the account of the Contractor.

### **25. Termination**

#### **25.1 Default of Contractor**

The Contractor can be said to have committed an Act of Default if any of the following situations occur during the term of the Contract:

- a) The Contractor commits any "act of insolvency" or is adjudged an insolvent or being a Company, a winding up action is initiated against the Company or it passes a resolution for winding up voluntarily or under the supervision of the Court and the Official Assignee or the Liquidator is appointed.
- b) The Contractor shall suffer execution or any other process of Court which causes issuance of an order attaching the Contractor's property.
- c) The Contractor suffers any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.
- d) The Contractor assigns or sublets this Contract or any part thereof without the written consent in writing of the Employer.
- e) The Contractor creates a charge or encumbers this Contract or any payments due or which may become due to the Contractor.
- f) The Employer's Representative certifies in writing to the Employer or it appears to the Employer that the Contractor has abandoned the Contract.
- g) The Contractor has failed to commence the Works, or has without any lawful excuse under the conditions of the Contract, suspended the progress of the Works for fourteen days after receiving from the Employer's Representative notice in writing to proceed with the Work.
- h) The Contractor has failed to proceed with the Works or make such due progress which in the opinion of the Employer the Works shall not be completed within the time schedules agreed upon.



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- i) The Contractor has failed to remove materials from the Site or to pull down and replace any Materials or Works within seven days after receiving from the Employer's Representative written notice that the said materials or Works were rejected by the Employer's Representative.
- j) The Contractor has neglected, breached, delayed or failed to observe and perform all or any of the acts, matters or things under this Contract within the time periods specified in the Contract or within seven days from the date of the written notice requiring the Contractor to observe or perform the same.
- k) The Contractor commits a breach of any representations, warranties, and covenants under the Contract.
- l) If it becomes unlawful for the Contractor to perform any of the obligations under the Contract.
- m) The Contract, for any reason, ceases to be in full force and effect or legal, valid, binding or enforceable
- n) Any governmental authority of India shall have enacted any rule, regulation or law to take any action that restricts, prohibits, prevents or materially delays the Contractor from fulfilling the obligations under this Agreement.
- o) Any change in control of the Contractor
- p) Any litigation, arbitration, administrative, governmental, regulations, or other investigation, proceeding or dispute is commenced against the Contractor that in the opinion of the Employer, will affect the interest of the Employer.

Then and in any of the above cases, the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, terminate the Contract, but without prejudice to the rights and remedies of the Employer.

And further, the Employer by his agents or servants may enter upon and take possession of the Works and all plants, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the Site/premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the Works or by employing any other contractor.

The Contractor shall not in any way interrupt or do any act that seeks to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the Works. Upon completion of Works the Employer's Representative shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him failing which the Employer may dispose the same and the Employer shall not be liable for such materials whatsoever.

## **25.2 Misdemeanour on part of the Contractor**

In the event of any misdemeanour on part of the Contractor or his involvement in unethical/corrupt practices or his attempt to unduly influence the Employers/consultant's personnel for any reasons whatsoever, the Employer shall have full right to terminate the Contract without any notice to the Contractor and forfeit all the monies payable to the Contractor without prejudice to any other remedy available under the terms of Contract, to complete the balance work at the risks and costs of the Contractor.



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In addition to Clause [Default of Contractor], the Employer shall be entitled to terminate the Contract on the following two grounds:

- a. The Contract is more than 5% behind schedule from the agreed timeframe/milestones/tenure of the Contract due to willful delay by the Contractor, except where such delay is accepted by the Employer
- b. Quality issues which are irreparable or quality issues that have not been addressed and rectified by the Contractor in spite of intimation of the same within a period of 60 days of such intimation.
- c. Contractor does not mobilize at site with at least 50% of the required resources (labour, material and equipment) within 30 days of written intimation for such mobilization from Employer's Representative. Any such written intimation to mobilize from the Employer to the Contractor shall be issued only after a Work Order has been issued from the Employer to be applicable.

The Contractor shall be entitled to terminate Contract only on one ground: Except for any disputed bills, non-payment of running bills for more than 60 days from the scheduled date of payment of the certified bill.

The party which makes an authorized termination of the contract on the above grounds shall, subject to the terms of the Contract and without prejudice to the other rights and remedies, be entitled to receive 5% of the balance value of the contract (net of taxes or levies) as compensation (for losses, loss of opportunity etc.)

In case of authorized termination,

- i. The Contractor shall vacate the site, in all respects, within 30 days of notice of termination.
- ii. The Contractor shall make payment of full and final dues (if any) to the Employer within 30 days of notice of termination. Any delay in making such a payment shall carry interest @ 18% p.a., quarterly compounded, from the due date of payment till the date of actual payment.
- iii. The Employer shall make payment of full and final dues (if any) to the Contractor, net of any payment due from the Contractor, within 60 days of notice of termination. Any delay in making such a payment shall carry interest @ 18% p.a., quarterly compounded, from the due date of payment till the date of actual payment.
- iv. The Employer shall have the option to retain any P&E or material that is at the site, at its depreciated value (to be decided by a third party appointed by the Employer), and the Contractor shall be obligated to provide such P&E to the Employer. Such amounts shall be paid to the Contractor within 60 days after adjusting/setting off any amounts due by the Contractor to the Employer and after the accounts are settled. The Employer shall have full freedom to ask the Contractor to remove any or all material or P&E at the site, which has been brought by the Contractor, and debit the same to the Contractor at the rates at which the same has been billed to the Employer.
- v. After receipt of notice of termination, the Contractor shall carry out no permanent works at the site, without the written approval of the Employer's Representative.
- vi. Contractor shall continue to remain responsible and liable, in all respects, for the works done to date of notice of termination.
- vii. Employer (or anyone authorized by the Employer) shall be free to carry out any or all works at the site (including those in the scope of the Contractor) at any time after the date of Notice of Termination.



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Such Compensation shall be claimed using the Contractor's Performance Guarantee, if provided. In case no performance guarantee is provided or in case of a shortfall, the Contractor shall continue to remain fully liable to make payment of such compensation within 30 days of the termination, failing which the Contractor shall be liable to pay the said amount with interest @ 15% pa quarterly compounded and the same shall act as a secured claim against the assets of the Contractor.

## **26. Ethics of Works**

The Contractor shall perform the works with Ethics of works. In case you come across any unethical practices at site, kindly contact Head Office. Information so received will be kept strictly confidential. The contractor hereby confirms that he adheres to spirit and Ethics of works. Further the contractor undertakes that he and all his individuals and entities working under/through him will comply fully with the same.

## **27. Insurance**

The Employer shall, at its own costs, take Contractor's All Risk (CAR) Policy for the project. The policy shall cover damages and theft/loss to the Contractor's, materials and third party liabilities arising during the Contract validity. The Contractor shall, at its own costs, take separate insurance for his plant & equipment on site. If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's compensation Act, 1923, or any statutory modification or reenactment thereof to pay compensation to a workman employed by the Contractor in execution of the Works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Employer under the said Act. The Employer may so insure and may deduct the premiums paid along with his service charges of 15 percent and a penalty of 10% for noncompliance from any of the monies due or which may become due to the Contractor under this Contract or such amount may be recoverable by the Employer from the Contractor as debt and the Employer shall have a right to adjust/set-off such amounts from any amounts payable by the Employer to the Contractor. The Employer shall not be bound to contest any claim made against it by authorities, except on the written request of the Contractor and upon the Contractor giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

Additionally, the Contractor shall be responsible for any liability that may arise which may not be covered by the Insurance Policies referred to above and also for all other losses, damages of any nature whatsoever to the Employer, any person, animal or defect in relation to this Contract.

Notwithstanding the time taken by the Insurer to settle any claim, the Contractor shall promptly proceed to rebuild or repair the Works destroyed or damaged. All the monies received from the insurer in respect of such damage shall be paid in proportion to the Contractor's scope of works, to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer's Representative may deem fit in its sole discretion, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein. Without prejudice to his liability under this Clause, the Contractor shall also cause all nominated Sub-Contractors to effect and maintain, for their respective portions of the Works, similar policies of insurance in accordance with the provisions of this Clause and shall produce or cause to produce to the Employer copies of all policies along with the receipts of the premium paid.



## 28. Liquidated Damages

For all delays, which do not merit an extension of time, the Contractor shall pay to the Owner Liquidated Damages at the rate of 0.5% of the contract value per week delayed, subject to a maximum of 5% of the total contract value. Thereafter, the owner reserves the right to terminate the contract and get the balance work executed by other agency/ies at the risks and costs of the contractor. The amount of liquidated damages shall be recoverable from the payments due to Contractor on this or any other contract for delays not attributed to the vendor, he shall get the extension of time in completion period as decided by the owner. However, the vendor shall not be entitled to claim any extra on account of these delays for whatever may be reason.

## 29. Force Majeure

Notwithstanding anything contained hereinabove, neither party to this contract shall be liable to other for discharging of its obligations under the terms and conditions of the agreement where, From the date of issue of the LOI/Work order till the completion of work, if there occurs an event of Force Majeure which includes, but not limited to, earthquake, floods, famine, terrorist attacks, war (If declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, strike, civil war, riot, commotion, Epidemic, Pandemic, or disorder or any other irresistible force, the owner shall have option to terminate the contract, if such Force Majeure continues for a period of 30 days or beyond.

- a) In case of delay or default by a government agency, local authority or statutory undertaker in carrying out work or granting the consents and approvals in pursuance of its statutory obligations in relation to the Initial Works or exercise after issue of this LOI/Work order any statutory power which restricts the availability or use of labour or prevents delays the prospective contractor in obtaining goods, materials, fuel or energy for 30 days or beyond, the owner shall have the right to terminate the contract with immediate effect.
- b) If during tenure of the contract, any completed portion of the work is destroyed or damaged by fire (not caused by any willful act of the contractor), earthquake, tempest, flood, lightning, violence of any army or mob or enemies of the country or by irresistible force of the orders of any statutory authorities or any other natural calamity so as to render the portion of work completed unfit for the purpose for which it was constructed for 30 days or beyond, the owner shall have the right to terminate the contract with immediate effect.
- c) If during the term of the contract, the complex, the building or any part thereof is acquired or requisitioned by the government or any local authority or authority under any act or rules made thereunder, the owner has right to terminate the contract with immediate effect.

## 30. Subcontractors

The Contractor shall not Sub-Contract the whole or part of the Works, except where otherwise provided by the Contract or by prior written consent provided by the Employer in writing.

The Contractor

- 1) Shall not assign any part or any benefit or interest in the Contract including any monies due or becoming due to the Contractor under the Contract
- 2) Shall not sublet any part of the Contract Works or appoint any other person to execute any of the works to be executed by the Contractor under the Contract





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The Contractor shall remain wholly responsible and liable for carrying out and completing the Works in all respects in accordance with Contract notwithstanding the sub-letting or sub-Contracting of any portion of the Works.

All the Clauses of the Contract which apply to the Contractor, his personnel, labor and equipment shall also apply to any Sub Contractor, his personnel, labor and equipment in the same manner.

All specialists, merchants, tradesmen, and others executing any Work or supplying any goods, materials, Plant, or services for which Provisional Sums are included in the Contract, who may have been or be nominated or selected and approved by the Employer or the Employer's Representative, and all persons to whom by virtue of the provisions of the Contract the Contractor is required to subcontract shall, in the execution of such Work or the supply of such goods, materials, plant or services, be deemed to be subcontractors to the Contractors and are referred to in this Contract as "Nominated Subcontractors".

The Contractor shall extend all necessary facilities and coordination to other agencies in such a manner that they can carry out their works smoothly and timely and the whole finished work must appear absolutely integrated. Nothing extra shall be paid on this account whatsoever unless agreed otherwise specifically.

The Employer/Employer's Representative reserves the right to use any portion/portions of the Site for the execution of any works not included in this Contract which it may desire to have carried out by other persons simultaneously, and the Contractor shall allow all required facilities for the execution of such Works, but may be required to provide any plant or material for the execution of such Work

except by special arrangement with the Employer to a reasonable extent. Such Work shall be carried out in such manner as not to impede the progress of the Works included in the Contract.