

GENERAL CONDITIONS OF CONTRACT

Definitions

1. The “Contract” means the document forming the tender and acceptance thereof and the Agreement executed between Clients. and the Contractor, together with the documents annexed thereof including these conditions, the Special Conditions of Contract, specifications, designs, drawings and instructions issued from time to time by the Client/Architect to the Contractor and all these documents taken together shall be deemed to be from one Contract and shall be complementary to on another.
2. In the Contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them:
 - a) The expression “Works” or “Work” shall unless be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed at Site, whether temporary or permanent and whether original, altered, substituted or additional, and shall cover General Interiors, civil, false ceiling, furniture, furnishings and other related Works at site.
 - b) The “Site” shall mean the “SECP first and second floors, NIC Building, Jinnah Avenue, Islamabad.” where the Work is proposed to be executed.
 - c) The “Contractor” shall mean the successful Tenderer who has executed the Contract.
 - d) The “Client” means SECP having its registered office at NIC Building, Jinnah Avenue, Islamabad.
 - e) “Architect” means Foresenic Design, 14-D, First Floor, Rehmat Plaza, Jinnah Avenue, Blue Area, Islamabad, who has designed or in the event of its ceasing to be the Architect for any reason whatsoever, such other person appointed as Architect by the Client at its sole discretion.
 - f) “Contract Price” means the sum named in the tender subject to such addition thereto or deductions there from as may be made under the provisions hereinafter contained.

- g) "Drawings" means the drawings referred to design and detailed necessary for execution of project and any modification of such drawings approved in writing by client and such other drawing as may from time to time be furnished or approved in writing by the Client.
- h) "Tenderer" shall mean a person who submits a tender bid in response to the Notice inviting Tender.
- i) "Approved" means approved in writing by the Architect and Client including subsequent written confirmation of previous verbal approval.
- j) "Approved Equal" shall mean an alternative product/service approved by Architect and Client as equivalent to that specified in the contract document.
- k) "Defect liability Period" is defined as the period from the virtual completion when the contractor is supposed to remove all the defects pointed out and arising during this period. The defect liability shall be 180 days from the date of virtual completion from Architect and Client.
- l) "Measurement Books" shall be defined as the books maintained during the currency of the project to record all measurements qualifying for payment. The Contractor shall maintain measurement books of all work done by them. The Contractor shall get the measurement books verified by the Architect periodically. It shall be responsibility of the contractor to get all the works verified as per the measurements of underlying items verified in time then he shall remove the overlying or concealing items and get the underlying or concealed items verified and make the work good at no cost to the client. No tearing of pages or overwriting shall be permitted in the measurement books. Only neat cutting of mistakes with joint signatures of Contractor representative and the Architect shall be permitted.
- m) "Sub-Contractor" means the person, firm or company to whom any part of the contract has been sublet by the Contractor with the written consent of SECP. And includes the Sub-Contractor's legal and authorized representatives, successors and permitted assigns.
- n) "Specification" means the specifications annexed to or issued with the tender and by modifications thereof or additions thereto as may from time to time be furnished or approved in writing by the Architect.
- o) "Virtual Completion" shall mean that the works have been completed in every respect in conformity with the Contract Documents and are ready and fit for occupation/commissioning and accepted by the Architect and Client.
- p) "Order of precedence" in case of any ambiguity in the Bill of Quantities, Drawing, Specification, Special Conditions, General Conditions in the contract, the decision of the Architect/Client shall be final and same will be binding on the Contractor.
- q) "Force Majeure" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable) war, (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, insurrection, military or usurped power, an act of Government, an act to God, such as lightening, unprecedented foods, tom ado, and damage from aircraft.
- r) "Month" means English Calendar month "Day" shall mean a calendar day of 24 hours each.
- s) "Written Notice" shall be deemed to have been duly served if delivered in person to the authorized representative of the firm/company for whom it is intended or if delivered at and a written delivery receipt obtained or sent by registered mail to the last business address known to them, who gives the notice.
- t) "Working Day" shall mean any day from Monday to Saturday (both days inclusive) excluding all Public Holidays as notified by the Central Government. Working imparting the singular also includes the plural and vice versa where the context requires.

CLAUSE 1

SCOPE OF WORK

- a) The general character and the scope of work is illustrated and defined by signed contract document herewith attached.
- b) The Contractor shall carry out and complete the said work in every respect in accordance with the Contract and with the directions of and to the satisfaction of SECP.
- c) The Contractor documents are complimentary and cumulative and what is called for by one shall be binding as if called for by all. The intention of the document is to include all design

drawing, detailed drawings, labor and materials, equipment and transportation necessary for proper execution of the work (excepting those materials and equipment listed separately which are supplied by SECP. Material of work described in words which so applied have well known technical or trade meaning shall be held to refer to such recognized standards as applicable.

- d) SECP /Architect may from time to time require further supplementary drawings and issue written instruction, details and directions and explanations, which are collectively referred to as SECP/Architect's Instruction. The Contractor shall forthwith comply with and duly execute works comprised in such SECP/Architect's instruction provided always that verbal instruction, directions and explanations given to the Contractor or their work's representative by SECP/Architect shall, if involving a variation, be confirmed in writing.
- e) SECP reserves the right to increase the scope of the work on any or all items or change the nature of work involved in any or all items of contract. The Contractor shall have no claim for loss of anticipated profits or for any other reason whatsoever on account of these variations.

CLAUSE 2

PERFORMANCE GUARANTEE DEPOSIT (if required)

The successful Tenderer shall simultaneously with the execution of the Contract submit to the Client an irrevocable Performance Guarantee of a similar amount of the mobilization advance extended in the prescribed format (being Document 6 of the Tender Document) and from a Bank acceptable to the Client. The Performance Guarantee shall become inviolable by the Client immediately upon the Contractor committing any breach of the provisions of the Contract.

CLAUSE 3

CONTRACT PRICE/RATES

The quoted Contract Price and unit rates are inclusive of the following:

- a) Preparation by Contractor of shop drawings necessary for execution of the project.
- b) Consultancy charges of any sub-consultants hired by Contractor for HVAC, Electrical, Illumination and Networking for preparation of any required shop drawings.
- c) Coordinating work on site of Agencies hired by client for the completion of project. The work also needs to be coordinated with the Works to be executed by the Landlord.
- d) Cost of transport from the place or places of manufacture to the place of installation, loading and unloading, storage and safe custody.
- e) All applicable Taxes and duties such as but not limited to excise duty, Sales Tax, or any other Taxes or Levies.
- f) Comprehensive insurance against loss of material during transit, during erection and commissioning.
- g) Compensation, if any, to be payable to workmen under the provisions of the Workmen's Compensation Act, 1923, for any personnel deployed by the Tenderer at Site.
- h) Third party liability arising out of action or lack of action of the Tenderer or his representative.
- i) Charges for special tools required for erection operation and maintenance of the equipment scaffolding, ladders as required.
- j) Charges for erection, testing and commissioning based on the site facilities specified under Tender basis.
- k) Charges, if any, for obtaining approval from all statutory bodies and authorities wherever applicable before and /or after execution of the work.

In case of discrepancy between rates expressed in figures in figures and those expressed in words, the lower of the two shall prevail.

The price and rates indicated above shall be final and the Contractor shall not be entitled to claim or receive any further payment from the Client on any account whatsoever.

CLAUSE 4

ESCALATION

- a) The Contract Price shall be firm till the entire work is completed and handed over to the Architect and shall be free from any fluctuation in the cost of raw materials & labour and no escalation, increase in any taxes, duties, etc. or any fresh levy or cess shall be reimbursed. The rates are valid for total work until completion and no extra charges will be paid on any account irrespective of increase in labour, wages, material, taxes and levies.
- b) The rates shall remain firm for any increase/decrease in quantity in any of the items ordered as per the Bill of Quantities.
- c) Sales Tax, Works Contract Tax or any other tax, excise duties etc. in respect of this contract shall be payable by the Contractor and the Client shall not entertain any claim whatsoever in this respect.

CLAUSE 5

COMMENCEMENT AND COMPLETION OF WORK

The work shall be deemed to have commenced as per the letter of Intent. Within 7 days the Contractor should work out the actual quantities as per the drawings/site conditions and deviations if any, should be brought to the notice of the Architect. Contractor shall complete the Project **within 60 days. Time shall be the essence of this Contract.**

CLAUSE 6

EXTENSION OF TIME & LIQUIDATED DAMAGES

- a) If the Contractor fails to complete the works and clear the site on or before the time of completion (or extended period for such completion, in the event of such time being extended by the Client in the manner indicated herein), he shall without prejudice to any other right or remedy of the Client on account of such breach be liable to pay to the Client as liquidated 0.5% per days of delay after the scheduled date of completion subject to a maximum of 1. % of the value of contract.
- b) If Contractor is delayed in the execution of the work by unusually severe weather conditions, acts of God, or other causes beyond the control of the Contractor, the parties shall mutually decide to extend the time for performance of this Contract, provided that the Contract has taken reasonable precautions to foresee, prevent, and to mitigate delays due to such causes, and provided Contractor has given written notice as required under clause 6 (d). Under the circumstances shall delays attributable to such causes defined in this clause 6(b) result in the entitlement of Contractor to any additional compensation, escalation or damages for delays and Contractor hereby expressly waives the right to claim any such additional compensation, escalation or damages.
- c) Should the amount of extra or additional work of any kind, or changes in scope of work occur such as to justify extension of time for the completion of the works, the Client shall determine the period of such extension and shall intimate this to the Contractor in writing, provided that the Contractor has given notice in writing as per clause 6 (d).
- d) In the event that the Contractor is delayed in the execution of the Work by causes defined in clauses 6(b) and 6(c) the Contractor shall give Client (with a copy to Architect) written notice of the cause within two (2) working days after the commencement thereof and keep Client and Architect informed in writing with respect thereto until the delay has terminated. If contractor fails to give such notice within the time specified, Client shall not extend the time for performance of the Contract. The length of the extension of time, if awarded, shall not exceed the number of calendar days that the execution of Contractor's critical path activities actually was delayed by such cause. When the Contractor experiences two concurrent delays, one excusable as defined in clause 6(b) the other compensable as defined in clause 6(c) no compensation other than extension of time for performance will be allowed by the Client.

CLAUSE 7

TERMS OF PAYMENT

As per attachment schedule of Fiscal aspects

No interest shall be payable on any money due to the Contractor against earnest money, security deposit, interim or final bills or any other payments due under this contract.

CLAUSE 8

SUBMISSION OF BILLS

- a) As per the attached schedule of Fiscal Aspects
- b) The bills shall be accompanied with complete joint measurement sheets prepared by interior design/contractor and verified by the Architect and progress sheet as per agreed bar chart and material reconciliation statement.
- c) The Contractor shall submit all bills in approved format of the Bills of Quantities in quadruplicate.
All bill submitted/invoice raised shall be clearly indicating material and labour components separately totaling to the approved rate/amount. In case the bill or the accompanying documents are incomplete or requires further clarification from the Contractor payment will be made within 15 days from the date of certificate issued by the Architect, provided complete documents/clarification are received by the Architect / Client from the Contractor.
- d) In case Work is suspended, or in case only insignificant progress is being made, or in case it is apparent that the money yet due to him will not complete the Contract, the Client may, at its discretion, withhold any payment, which may be due to the Contractor.
- e) The Contractor shall neither demand nor be entitled to receive payment for the work or any portion thereof except in the manner set forth in this Contract and then only after the Architect shall have given a certificate for such payment. For final payment, when the work covered by this Contract has been completed, the Contractor shall prepare a final bill showing the total amount of work done and its value under the according to the terms of this Contract. The Contractor shall attach copies of the Architects completion certificates and all other supporting documents with his final bill. From the total value thus arrived, all previous payments shall be deducted and all deductions made in accordance with the provisions of this Contract and the remainder shall be paid by the Client to the Contractor within 30 days of the date of acceptance of the Contractor's final bill (except in case of disputed items) by the Architect.

CLAUSE 9

CERTIFICATION OF PAYMENTS/RUNNING PAYMENTS

- a) The Contractor shall be paid by the Client from time to time as mutually agreed, under interim Certificates to be issued by the Architect to the Contractor on account of the work executed in accordance with this Contract. The Contractor shall be paid by the Client in accordance with the terms of payment given herein. No certificate of Architect shall by itself be conclusive evidence, that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amount which may have been certified as interim and paid by the Client and which might subsequently be discovered as not payable and in this respect the Client's decision shall be final and binding.
- b) The Architect shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.
- c) The Architect may issue Certificate or make any corrections in any previous Certificate which shall have been issued by him.
- d) All statutory levies and deductions, deductible by the Client, shall be made from the Contractor's running bills.

CLAUSE 10

EXTRA ITEM

The Client without invalidating the Contract may at any time during the progress of the Work make the

changes in the Work within the general scope of the contract, her same consisting of addition, alterations, deviations, or other revisions and new items. Such changes shall only be made in pursuance of the written instructions of the Client and shall in no way affect the related Contract or Work to be done except

as expressly stated in such authorization. The rates for extra items of Work shall be approved by the Client prior to the execution of such works. All such work shall be executed under the applicable conditions of the contract documents.

The rates for all extra items shall be determined in one or more of the following ways:

- i. As for as possible, the rates for extra items shall be derived from the tender.
- ii. If the above mentioned method is not agreed upon, the cost of such work shall be determined on the basis of actual cost of material at site plus actual cost of labour @ 15%. Actual cost of material shall include cost of raw material and taxes & duties as applicable. Actual cost of labour shall mean 8 hours working in a day @ minimum wage payable to the workers as per the category of (a) Unskilled, (b) Semi skilled (c) Skilled (d) Graduate. All other expenses/overhead shall be included in overhead and profit. As for as possible the basic cost of raw material shall be determined from the tendered rates. In all cases, the Contractor shall furnish detailed rate analysis along with necessary vouchers and supporting papers as and when asked by the Client.
- iii. For items which are directly procured and where Contractor role shall be supervision and/or installation on site contractor will be paid a profit of 10% over the cost of the material shall be admissible.

CLAUSE 11

NOTICER TO BE GIVEN BEFORE WORK IS COVERED UP

Contractor shall give not less than three days' notice in writing to the Architect, before covering up or otherwise placing beyond the reach of measurement any works in order that the same may be measured and correct dimensions thereof is taken. The Architect and Client shall inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the Client's/Architect's consent being obtained the same shall be uncovered at the Contractor's expense or in default thereof no payment or allowance shall be made for such work or materials with which the same was executed. Decision of the Client and Architect shall be final and binding on such measurement. The mode of measurements shall be in accordance with IS: 1200 (IS Code of Practice for Measurements) unless otherwise specified.

CLAUSE 12

CONTRACTOR'S OBJECTIONS TO MEASUREMENTS

Before taking any measurements of any work as has been referred to in the preceding clause, the Architect shall give three days' notice to the Contractor. If the Contractor fails to attend at the measurements after such notice or fails to countersign or to record his objections to such measurement within a week from the date of measurements in the manner required by the Architect, then in such event the measurement taken by Architect as the case may be shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

CLAUSE 13

WATER & ELECTRICITY

Water & Electricity will be provided at one point at the site by Client, free of cost and the distribution thereof will be carried out by the Contractor.

CLAUSE 14

INSURANCE

- a) The Contractor shall be responsible for all injury to persons, animals or things, and for all damage to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any of his men and agents whether such injury or damage arises from the carelessness, accidental or any other cause whatsoever in any way connected with the carry out of this Contract. This clause shall be held to include, interlaid, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, footpaths, or ways, equipment, electric cables etc., and the work forming the subject of this Contract by frost, rain or other inclemency of the weather or any act of God. The Contractor shall indemnify the Client and hold him harmless in respect of all and any expenses arising from any such injury or damage to person or property as aforesaid and also in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim.
- b) The Contractor shall reinstate at his cost all damage of every sort mentioned in this clause so as to deliver the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- c) The Contractor shall indemnify the Client against all claims which may be made against the Client by any member of the public, or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the Contract with an approved nationalized insurance company, Contractor's Comprehensive All Risk Policy in the joint names of the Client and the Contractor against such risk and deposit such policy or policies with the Client from time to time during the currency of this Contract. Prior to the policy being taken by the Client shall deposit the original policy. Contractor shall be responsible to settle all claims. The Contractor shall also indemnify the Client against all claims, which may be made upon the Client.
- d) The Contractor shall be responsible for all claims, whether under the Workmen's Compensation Act, 1923 or any other statute in force during the currency of this contract or at common law in respect of any Contractor or any of his men and agents and shall at his own expense effect and maintain, until the completion of the Contract with an approved nationalized insurance company, Workmen's Compensation Policy in the joint names of the Client and the contractor against such risks and deposit such policy or policies with the Client from time to time during the currency of this Contract. Prior to the policy taken by the Contractor, the terms of the policy shall be mutually agreed upon between the Contractor and the Client.
- e) The Contractor shall be responsible for anything, which may be excluded from the Insurance Policies above referred to and also for all other damage to any property arising out of and incidental or defective carrying out this Contract.
- f) The Contractor shall also indemnify the Client in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation of damage arising there from.
- g) The Client/Architect shall be at liberty and his hereby empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or accruing from or in respect of any claims/damages from any sum due or to become due to the Contractor.
- h) The Client and/or the Architect shall not be responsible or be held liable for any damage to person or property consequent upon use misuse or failure of any construction tools and equipment used by the Contractor or any of his men and agents even though such construction tools and equipment by the Contractor accepts all responsibility for and agrees to indemnify and save harmless the Client and/or the Architect from any and all claims for said damages resulting from said use, misuse or failure of such construction tools and equipment for which the

- Client may be liable.
- i) The Contractor shall be responsible and liable in respect of all losses, claims, damages, injury, compensation etc. arising under this Contract or in relation thereto and the Client shall not be held liable in respect thereof. In the event any claim, losses, damages, compensation etc. being suffered by the Client in relation thereto, the Contractor shall be liable to indemnify the Client in this regard.

CLAUSE 15

ACCESS & STORES

The Contractor will avail of the existing entry and exit points to the site. The responsibility of organizing material movement etc. will be wholly that of the Contractor. Temporary structures for Contractor's stores, offices and accommodation for labour and staff will be erected at Contractors cost with the permission of the Client. If any additional entry/exit points or additional work area is required at any time for execution of the work, it shall be decided upon mutually by the client and the Contractor.

CLAUSE 16

CONTRACTOR TO SUPPLY ALL PLANT, LADDERS, SCAFFOLDINGS ETC.

The Contractor shall provide at his own cost all materials (except such special material, if any as in accordance with the contract are to be supplied by the Client) stores, plant, tools appliances, implements, ladder cordage, tackle scaffolding etc. requisite for the proper execution of the work whether original, altered or substituted and whether included in the specification of other documents forming part of the contract or referred in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements or the Client and the Architect.

CLAUSE 17

SUPPLY OF MATERIALS BY CLIENT

Equipment, if any, supplied to the contractor for installation at site shall remain the absolutely property of the Client and shall not be removed on any account from the Site, and shall be at all time open to inspection by the Architect. Any such equipment remaining unused at the time of completion or determination of the Contract shall be returned to the Client at place where directed by him, by a notice in writing under his hand, if he shall so require. The Contractor shall not be entitled to cartage and incidental charges for returning surplus equipment to Client.

CLAUSE 18

SECURITY OF MATERIALS

The Contractor shall be solely responsible for the security of material at site, irrespective of whether such material is supplied by the Client or obtained by the Contractor. Any loss or damage to material supplied by the Client and lying at the site in Contractor's custody will be entirely to the cost of the Contractor and he should replace the same with goods of same quality and make. The Contractor at his own cost will take all necessary steps to ensure protection of such material at Site, provide for security Guards and appropriate storage space.

CLAUSE 19

SITE CLEAN AT ALL TIME

After completion of work every day, the Contractor will collect all scrap material and debris and accumulate it in a predetermined location indicated by the Architect and Client. The Contractor shall be responsible to remove all debris from the site and dispose the same in a manner and time as approved by local authorities. The Contractor shall take necessary permissions from local Government Authorities, pay necessary deposits at his own cost for the location and manner in which the debris is to be deposited. In case this is not done by the respective Contractor, it will be got done by the Architect at the Contractor's risk and cost. The decision of the Architect and Client will be final and binding on the Contractor.

CLAUSE 20

WORK TO BE OPEN TO INSPECTION

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Architect and /or the Client. The Contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of the intention to visit the works shall be given to the Contractor either himself be present to receive orders and instruction or have a representative/agent duly accredited in writing present for the purpose. Order given to the Contractor's representative/agent shall be considered to have the same force as if they had been given to the Contractor himself.

CLAUSE 21

QUALITY OF WORKMANSHIP

The rates agreed by the Contractor are for finished work as per drawing and specifications. Poor quality work will be rejected by the Architect and /or Client and payments for such rejected work will not be made till the same is rectified by the Contractor. In the event of any defect arising during the defect arising during the defects liability period of 6 months, the same will be rectified by the Contractor at his own risk and cost.

In default of the Contractor carrying out such rectification, the Client shall be entitled to carry out such rectification and adjust the same from the retention money.

The Contractor shall afford the Client's supervisors every facility and assistance for examining the work and material for checking and measuring the works and materials. The supervisions shall have no power to revoke alter enlarge or relax any requirement of the Interior Designer/Contractor, but may sanction any day work, additions, deviations or omissions, or any extra work whatever, as may be authorized by the Architect and Client.

The supervisors will act as representatives of the Architect/Client and shall have power to give notice to the Contractor or to his Foreman of non-approval of any work or material and such work shall be suspended or the use of such material shall be discontinued until the decision of the Architect/Client is obtained.

The Work shall be conducted under the general direction of the Architect/Client and subject to Inspection by his supervisors to ensure strict compliance with the terms of the Contact. No failure of the Architect or his supervisors/Client during the progress of the work to discover or to reject materials or work not in accordance with the requirement of this Contract shall be deemed as acceptance thereof or a waiver of defects therein and no payment by the Architect or partial or entire occupancy of the premises shall be

construed to be an acceptance of work or materials which are not strictly in accordance with the requirements of this Contract. No changes whatsoever to any provision of the specification shall be made without written authorization of the Client/Architect.

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner as regards material and in all other respects.

If it shall appear to the Architect/Client that any work has been executed with unsound, imperfect or unskilled workmanship or that any material or articles provided by the Contractor for execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not in accordance with the

Contract, the Contractor shall on demand on writing from the Architect/Client, notwithstanding that the said work may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct such work in whole or in part as the case may require or as the case may be, remove such materials or articles at his own proper charge and cost. In the event of his failing to do so within seven days of receipt of the Architect's written notice thereof the Client/Architect shall be entitled to rectify or remove and re construct such Work at the risk and expense of eh Contractor in all respects.

In the event of the Contractor failing to do so within the period specified by the Architect/Client, then the Contractor shall be liable to pay compensation to the Client at the rate of one percent of the Contract value for every day not exceeding ten days while his failing to do so shall continue.

The provisional acceptance of sections of the Work shall not be construed so as to prevent the Architect from requiring replacement of defective work that may become apparent after the said provisional acceptance and shall not be construed in any way as the basis for a claim of extra compensation for any cause whatsoever.

CLAUSE 22

REMOVAL OF DEFECTIVE MATERIALS

The Architect/Client shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and incase of default the Architect shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Architect/Client shall also have full powers to require other proper material to be substituted thereof and in case of default the Architect/Client ay cause the same to be supplied and all costs which may arise due to such removal and substitution are to be borne by the Contractor.

CLAUSE 23

WORK TO BE UNDER DIRECTION OF ARCHITECT/CLIENT

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Architect/Client who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on. Notwithstanding anything to the contrary stated anywhere, the Client shall be entitled to exercise all or any or the powers of the Architect specified herein. In the event of any of directions of the Architect conflicting with those of the Client, the directions of the Client shall prevail.

CLAUSE 24

WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION, ORDERS, DRAWINGS ETC

The Contractor shall execute the whole and every part of the work in a most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications such as to ensure the completion of the activities as envisaged by the Architect/Client without any additional cost to the client. The Contractor shall also confirm exactly, fully and faithfully to the approved designs, drawings and instructions in respect of the work by Client. Contractor shall be furnished free of charge two copies of the approved design and detailed drawings. The Contractor assumes total legal liability for compliance with all applicable statutes pertaining to the execution of the work as per approved detailed drawings and the instruction given by the Architect, and the Client shall have no obligation whatsoever in this regard.

CLAUSE 25

CONTRACTOR TO BE LIABLE UNDER WORKMEN'S COMPENSATION ACT, 1923.

The Contractor shall be responsible for any liability arising under the Workmen's Compensation Act 1923. However in every case in which by virtue of the provision of the Workmen's Compensation Act, 1923, the Client may be ordered to compensate a workman employed by the contractor, in execution of the works, the Client will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of client under section 12 sub-section (2) of the said Act, Client shall be at liberty to recover such amount or any part thereof by deducting it from any sum due to the Contractor. The Client shall not be bound to context any claim made against it under the said Act.

CLAUSE 26

CONTRACTOR TO BELIABLE UNDER CONTRACT LABOUR (REGULATION & ABOLITION) ACT, 1970

The Contractor shall be responsible for complying with applicable provisions of the Contract Labour (Regulation & Abolition) Act, 1970. However, in every case in which by virtue of he provisions of the provisions of the Contract labour (Regulation & Abolition) Act, 1970 and of the applicable rules and regulations, the Client is ordered to pay any amount to workmen employed by the execution of the works or to incur any expenditure in providing welfare and health amenities required to be provided under the applicable laws, rules and regulations, or under the rules framed by the Government from time to time for protection of health and sanitary arrangements for workers employed by the Contractor, the Client shall be entitled to recover from the contractor the amount so paid or the amount of expenditure so incurred and without prejudice to the rights of the Client under Section 20 sub-section (2) and Section 21 sub-section (4) of the Contract Labour (Regulation & Abolition) Act 1970, the Client shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by the contractor to the Client under this agreement.

CLAUSE 27

CONTRACTOR TO OBTAIN ALL REQUISITE LICENCES

The Contractor shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act, 1970 and rules and regulations framed there under, or any such license that may be required for the execution to the Work, before the commencement of the Work and continue to have valid license (s) until the completion of Work. The Contractor shall provide the Client with a copy of such license as soon

as the same is obtained. Any failure to fulfill this requirement shall attract the penal provision of this contract arising out of the resultant non-execution of the Work.

CLAUSE 28

COMPLIANCE WITH LABOUR AND OTHER LAWS

Compliance with all statutory provisions and laws as may be applicable for the execution of the Work including payments to labour, maintenance of records, filing of returns, making any statutory payments, obtaining registrations wherever applicable etc, shall be the responsibility of the Contractor. If any breach of such statutory obligation by the Contractor results on any liability devolving upon the Client, it shall be reimbursed by the Contractor including attorney's fees etc. The Contractor shall supply copies of all documents, returns, challans, licences, registrations, certificates etc. to the Client from time to time as evidence of having complied with all relevant statutory provisions. In particular, the Contractor shall provide the Client with copies of relevant registration certificates/licences under the PF, ESI, Work Contract Tax Act, Excise, Sales Tax and Income Tax laws. Payment of applicable duties, taxes, contributions etc. under such statutes shall be duly discharged by the Contractor. In the event of default by the contractor, if any liability in this regard falls on the Client, the Contractor undertakes to indemnify the Client in respect of such liability, claims, and related costs etc. The Contractor will supply a list of number of workers/craftsmen including description of their area of work and level of skill and certify that necessary ESI/PF deduction have been made.

CLAUSE 29

No labourer below the age of eighteen years shall be employed in the work.

CLAUSE 30

FAIR WAGE CLAUSE

The contractor shall be responsible to comply with relevant statutory provisions, including those of the Minimum Wages Act, 1948 for payment of fair wages to the workmen engaged by it at Site

CLAUSE 31

COMPLIANCE

Vis-à-vis the Client the Contractor shall be primarily liable to all payments to be made under and for the observance of the Statutes, Rules and Regulations aforesaid. The respective obligations under the aforesaid statutes, rules and regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this Contract.

CLAUSE 32

SAFETY CODE

In respect of all labour directly or indirectly in the work for the performance of the agreement, the Contractor shall at his own expense arrange for the safety provisions as per Safety Code annexed hereto and shall at his own experience provide for all facilities in connection therewith.

CLAUSE 33

CONTRACTOR NOT TO ALLOW UNAUTHORISED OCCUPATION OF SITE

It shall be the responsibility of the Contractor to see that the Site is not occupied by anybody unauthorized during the period Work at Site is progressing and to hand over to the client vacant possession of the same.

The Client shall have right to give notice to the Contractor to remove the illegal occupation any time on or before construction and delivery and take legal action.

CLAUSE 34

CONSEQUENCES OF SUB-LETTING, INSOLVENCY ETC.

The Contract shall not be assigned or sublet by the Contractor. If the Contractor shall assign or sublet this Contract or attempt to do so, or becomes insolvent or commences any insolvency proceedings or make any compromise with his creditors or attempts to do so, if any bribe gratuity, gift, loan, perquisite reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the Contractor or any of his servants or agents to any officer or person in the employment of the Client, the same shall constitute a breach of the Contract and the Client shall be at liberty to terminate this Contract and adopt any of the remedies as specified in the Contract.

CLAUSE 35

WITHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED

Whenever any claim or claims for payment of a sum of money arise out of or under the Contract against the contractor, the Client will kept withheld or retained as such by the client till the claim arising out of, or under the contract is determined by Arbitration, and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above. For the purposes of this Clause, where the Contractor is partnership firm or a limited Company, the client shall be entitled to withhold and also have lien to retain towards such claimed amount and amounts in whole or in part from any sum found payable to any partner/Limited Company as the case may be whether in his individual capacity or otherwise.

CLAUSE 36

Without prejudice to any right or remedies under this contract, in case the Contractor is a partnership concern, if the Contractor dies, the Client has the option of terminating the contract without compensation to the heirs of the Contractor.

CLAUSE 37

TERMINATION

The Client may without prejudice to his rights against the contractor in respect of any delay, inferior workmanship or otherwise or to any claims for damage in respect of any breaches of contract and without prejudice to any right or remedies under any of the provisions of this contract or otherwise, whether the date for completion has or has not elapsed, by notice in writing absolutely terminate this contract in any of the following cases:

- i. If the Contractor, having been given by the Architect/Client a notice to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise

improper or un workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Architect or Client (which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by that day.

- ii. If the Contractor being a company shall pass a resolution or the court shall make an order that the Company shall be wound up or if a receiver or manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court to make a winding up order.
- iii. If the Contractor commits any breach of the terms and condition to this Contract.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Client at its sole discretion shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Contractor under the hand of the Client or the Architect shall be conclusive evidence). Upon such determination or rescission the Client shall be entitled to invoke the Bank Guarantees in respect of mobilization advance as well as performance of the contract. The Earnest Money shall also be forfeited in such a case.
- b) After giving notice to be Contractor, to measure up the work of the Contractor and to take such part thereof as shall be extracted out of his hands and to give it to another Contractor to complete, in which case any expenses which may be incurred in excess of which would have been paid to the Contractor if the whole work had been executed by him (or such amount as certified by the Architect/client), shall be born and paid by the Contractor. The amount so determined shall be final and conclusive and shall be deducted from any money due to him by the Client under this Contract.

In the event of any one or more of the above courses being adopted by the Client, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his giving purchased or procured any materials or entered into any engagements or made any advances on account, with a view of the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work, unless and until the Architect and or client has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled therefore, for work actually performed under this contract.

CLAUSE 41

ARBITRATION

In the event of any dispute between the parties here to arising out of or in any way touching or concerning this Agreement, the same shall be referred to the sole arbitration of SENIOR ENGINEER, "SECP". The award of the arbitrator (SENIOR ENGINEER, "SECP") shall be final and binding on the parties.

CLAUSE 42

GENERAL INDEMNITY

In the event of any claim filed by any third party in relation to any act of omission or commission by the Contractor, against the Client, the Contractor shall indemnify and keep indemnified the Client against all such claims and expenses incurred therein including attorney's fees etc.

CLAUSE 43

In the event of the Client/Architect not exercising any of the powers conferred upon them under the preceding clause or elsewhere in the agreement, even though these are exercisable, the same shall not be construed as a waiver of any of the powers in the event of future default by the Contractor.

CLAUSE 44

The Client reserves the right to take possession of, and use any tools, plants, materials etc. belonging to the Contractor, in or upon the Site.

The Contractor shall remove, shift all or any tools, plants materials etc. from site as directed by the Architect within the time frame provided, the client shall be at liberty to remove, shift or sell these by auction or private sale at the risk and expense of the time frame provided, the Contractor. Any expenses incurred by the client towards this shall be deductible from the monies payable to the Contractor under this contract.

CLAUSE 45

WORK DURING NIGHT / HOLIDAYS

The contractor is normally expected to work from 8:00am to 10:00pm during daytime and is required to complete the work in all respects as stipulated elsewhere. However night/ holiday / work may be stipulated by the Architect/Client. No extra amount shall be paid on this account.

Sufficient illumination by the contractor shall be provided to safeguard the workmen and the public and to afford facilities for properly placing and inspecting the material, when the night/holiday work is in progress.

CLAUSE 46

DAILY DIARY AND PROGRESS REPORT

A daily dairy register of progress of Work will be kept at the Site Office. The Contractor will supply all detailed information every 7 days preceding and the diary will be jointly signed by the Architect representative and Contractor's representatives every day in token of its correctness. A works instruction book, serially numbered will also be kept at the site office and all day to day instructions will be given in that book. The Contractors representatives shall report every day to see these instructions and sign them at the bottom in token of having seen them.

The contractor shall supply all information regarding procurement of materials and progress of construction work as is required by the Architect/Client for monitoring the weekly progress reports along with photographs.

CLAUSE 47

HANDING OVER, WARRANTY PERIOD, AS BUILT DOCUMENTS, OPERATION MANUAL, SPARES & COMPLETION CERTIFICATE.

Warranty period of 180 days shall commence after the written handing over of the completed Site to the Client, free of all defects.

During the warranty period the Contractor shall respond within 24 hours of being notified of a fault in the

system/equipment supplied by the Contractor. Thereafter, the Contractor shall rectify the defect/replace the defective product with the approval of the Client. Since the site would be operating as an office, response time will be a critical issue. In case the Contractor does not respond within the 24 hours period, the Client will have the authority to have the rectification/replacement done at the risk and cost of the Contractor, and debit the same against any retention money, and / or balance payments lying in the credit of the Contractor. All electrical / Firefighting shall be done by a reputed agency appointed by the contractor and warranty provided by manufacturer (minimum one year). Warranty to be provided in the name on, "SECP". And Contractor is responsible for pursuing the said warranty and rectification of defect/man functions of the equipment/system in the response time and terms and condition indicated above.

AS BUILT DOCUMENTS

Handing over will not be considered complete until the operational manuals, warranty cards, manufacturers catalogue, the Architect / Client shall inspect the work and if there is no defect in the work, he shall furnish the contractor with a certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and or (b) defects for which payment will be made at reduced rates shall be issued. No certificates of completion, provisional or otherwise, shall be issued nor the work be considered to be complete until the Contractor shall have removed from premises on which work shall be executed all scaffolding, surplus materials, rubbish and cleaned off the dirt from all wood work, doors, window, walls, floors or other parts of any building in upon or about work is to be executed, or of which he may have had possession for the purpose of the execution thereof and not until the work shall have been measured by the Architect. If the Contractor fails to comply with the requirements of the clause as to removal of scaffolding, surplus material and rubbish on or before the completion of work the Client may at the expense of the Contractor remove such scaffolding, surplus material and rubbish etc, and dispose of the same as he thinks fit clean off such dirt as aforesaid and the Contractor shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof,

"Where the maintenance or the original work is carried out, the splashes and dropping from white washing, colour washing, painting etc, on walls, door, roofs, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work. In case the Contractor fails to comply with the requirements of this clause the Client shall have right to get this work done at the cost of the Contractor either departmentally or through another agency. Before taking such action, the client shall give sufficient notice to the Contractor.

CLAUSE 48

COST OF TESTS / SAMPLES

The Contractor shall pay for all tests that are required to be conducted to check quality etc. The costs of all samples to be made for approval etc. shall also be borne by the Contractor.

CLAUSE 49

PAYMENT OF FEES ETC.

The contractor shall be solely responsible and shall pay all fees etc. for obtaining approvals / clearances for carrying out the work and / or getting his installation / work approved by the necessary authorities and obtain the requisite certificates. The Contractor would also obtain all necessary approvals and licenses for

the purpose of disposal of rubbish.

CLAUSE 50

GENERAL

- a) All formal communication from the Contractor to the Client will be addressed to the Client at the address mentioned herein above.
- b) The Contractor will extend co-operation to other agencies working at Site as per the direction of the Architect/Client.
- c) **No accommodation shall be provided for the labour at Site.**

CLAUSE 51

EMPLOYER MAY SUE WORKS BEFORE ENTIRE COMPLETION

Before completion of the whole of the Work, the Client shall be entitled to make use of any portion of the works which the Architect may consider to be fit for use without liability of any kind by the Contractor for so doing and any such use shall not relieve the Contractor of his Contract obligations, nor shall the Defects Liability Period expire for any part of the work so used until the whole of works are completed as here in specified and certified by the Architect. Further the Client may enter into possession of the works and may use the same without stating any objection they may then or afterwards have in regard to quality of materials and workmanship and the Client shall not be precluded thereby from thereafter stating and enforcing such objection, their rights in this respect being held to be reserved.

CLAUSE 52

URGENT WORK / REPAIRS

If any urgent work (in respect whereof the decision of the Architect/Client shall be final and binding) becomes necessary the Contractor shall execute the same as may be directed.

If by reason of any accident or failure or other event occurring at the Site or any part thereof either during the execution of works or during the Defects Liability Period any remedial or other work or repair shall in the opinion of the Architect or the Architect's Representative/Client be urgently necessary for safety and security and the Contractor's unable or unwilling at once to such work or repair, the Client may be his own or other workmen do such work or repair as the Architect or Architect's Representative may consider necessary. If the work or repair so done by the Client is such that in the opinion of the Architect, the Contractor was liable to do at his own expense under the Contract, all cost and charges properly incurred by the Client in so doing shall on demand be paid by the Contractor to the Client from any moneys due or which may become due to the Contractor. Provided always that the Architect or the Architect's Representative (as the case may be) shall as soon after the occurrence of any such emergency assess the magnitude of the liability to be attributed to the Contractor.

CLAUSE 53

FORCE MAJEURE

If either party is unable to perform, carry out its obligations under this agreement arising out of force majeure, in that event the agreement shall remain suspended for a period equal to the duration of the disabled circumstances and no compensation shall be payable. The term "force majeure" shall mean, cover and include the following Act of God, acts or restrains of governmental authorities, fire,

explosions, storms, wars, hostilities, blockades, public disorders, embargos strikes, loss or shortage of transportation facilities or any other act or event which is not within their reasonable control.

Provided that in the event of occurrence of any of the Force Majeure circumstances, the disabled party shall forthwith intimate in writing the other party of the occurrence of such event, and also that immediately upon the termination of such events, the disabled party shall intimate the other party. The plea of Force Majeure shall not be available to a party unless it has issued such notice to the other party.

CLAUSE 54

CONTRACTOR'S EMPLOYEES & WORKMEN

The Contractor shall be responsible for and be liable to the labour/workmen/employees engaged by the Contractor at Site. Such labour Workmen/employees shall work under the supervision of the Contractor. Under no circumstances shall such labour/workmen/employees be construed or deemed to be employees of the Client.

SPECIAL CONDITIONS

ARCHITECT TO GUIDE

The work shall be carried out under the guidance of the Architects "Foresenic Design, 14-D, First Floor, Rehmat Plaza, Jinnah Avenue, Blue Area, Islamabad. On acceptance of the tender the contractor shall intimate the name of his authorized representative who would be responsible for taking instructions from the Architect and for carrying out the work.

DRAWINGS

1. After the Contract is signed, the Contractor will be furnished with one copy of the drawings and one each of the conditions of contract, specifications and schedule of Quantities without cost to them for their use until the completion of the contract.
2. In general, the drawings shall indicate dimensions, positions and type of construction, the specifications shall indicate the qualities and the methods, and the Schedule shall indicate the quantity and rate for each item of work. However, the above document being complementary, what is called for by any shall be as binding as if called for by all. In case of any discrepancies in or among the documents the most stringent of all shall apply.
3. Any work indicated on the drawings and not mentioned in the Schedule of Quantities of Specifications or Vice-versa, shall be deemed as though fully set forth in each. Work not specified detailed, called for, marked or specified, shall be the same as similar parts that are detailed, marked or specified or as specified or as specified by the Architect.
4. No deviations from the drawings, specification and Schedule of Quantities shall be made. Architect interpretation of these documents shall be final.
5. Errors or inconsistencies discovered in the Plans and Specifications shall be promptly called to his attention of the Architect for interpretation or correction or correction. Local conditions, which may affect the work, shall likewise be brought to Architect/Client attention at once. If, at any time, it is discovered that work being done which is not in accordance with the approved plans and specifications, the Contractor shall correct the work immediately. Correction of the defective work shall not be a basis for any extension of time and /or rates. The contractor shall not carry on the work except with the knowledge of the Architect.
6. Figured dimensions on the scale drawing and large-scale details shall govern. Large Scale details take precedence over scale drawings. Any work done before receipt of such details if not in accordance with the same, shall be removed and replaced or adjusted as directed, without expense of "SECP"
7. All drawings, specification and schedule of Quantities and copies thereof furnished by "SECP".

Architect is property of "SECP". They shall not be used on any other work and shall be returned to "SECP". At their request or at the completion of the project.

SUPERVISION AND CO-ORDINATION

The contractor must engage supervisors of adequate experience and qualifications, conversant with the language of the Contract and capable of receiving instruction from the Architect/Client full time at the site and other places of work. He shall maintain adequate coordination between the various trades of works involved and ensure that work of a particular section is not held up or adversely affected due to lack of desired progress of some other sections.

LABOUR RELATIONS

The Contractor shall keep the Client informed of any labor dispute arising on this

Contract. SAMPLES OF MATERIALS

Sampling of materials for approval and testing as called for under appropriate Pakistani Standard or other relevant standard specification, and sampling and testing referred to in the specifications in to be done without any charge by the Contractor.

SAMPLES OF WORK

A prototype of each item of work as directed by the Architect shall be made by the Contractor and specific approval of the Architect and Client taken before proceeding with the bulk manufacture and installation of the item. These items shall be properly identified and labeled and kept on record of the work site and shall be available for inspection up to the date of formal completion of the project. Before manufacturing the prototypal relevant materials shall be submitted by the Contractor to the Architect and specific approval obtained.

Samples once approved will remain with the Architect and Client till the completion of the works. Samples rejected will have to be replaced for fresh approval.

Materials and workmanship not corresponding in character and quality with approved sample and not meeting the approval of the Architect and Client will be rejected. No plea of the Contractor to that effect shall be entertained if the work or part of the work is found not conforming to the specifications including its materials and workmanship.

WORK SCHEDULE AND PROGRESS REPORT

It is essential that the completion of all the works of this contract in time period stipulated.

The Contractor shall submit to the Architect/Client by Monday of every 7 (SEVEN) days 3 (three) copies of a report + photographs in an approved Performa on progress of work made during the previous week and shall also submit a report giving his anticipated progress on all items of works for the current week. The Contractor shall maintain a daily register of labour/workmen, employees employed at Site.

APPROACH TO WORK AREAS

The Contractor shall make his own approach to site of work at his own cost, if required and make it good

on completion. Necessary permission of the Client and Architect shall be taken before commencing any work for such approaches.

EXTRA WORKING TIME

In order to keep to the time schedule it may be necessary for the Contractor to work outside normal working hours and during holidays. The Contractor shall make all necessary provision in his tares and also take all permissions and make all required arrangements are this purpose as required by the Client. The Contractor shall comply with all rules and regulations of local authorities in this regard and the Client shall have no obligations/responsibilities in this connection. For all such work, application in writing shall have to be made at least 48 hours in advance. The Client solely at his own discretion may permit work beyond normal hours, for which no extra payment shall be allowed to he Contractor. All labour and material shall be transported by the by the staircase as the use of the lift shall not be available for such purpose or as per the approval Building Management. All required arrangements for lighting, security etc. shall be made by the Contractor for this purpose without any extra cost to the Client.

NON-HINDRANCE OT CLIENTS ACTIVITIES

The Contractor shall make every endeavor to take all necessary steps to cause least amount of disturbance and nuisance so that the existing offices at site can function with the minimum amount of difficulty. Normal day to day office activities at site will be carried out around the work site and temporary barricades as approved by the Architect, shall be built to separate the working areas by the Contractor. The Contractor shall take prior permission from the Architect/Client before proceeding with any work.

FABRICATION OF WORK OUTSIDE

The Contractor is required to carry out as much of the work as feasible off the site.

DESPATCH OF MATERIALS

Materials shall not be dispatched from the manufacturer's work or to the satisfaction of the Architect/Client sufficient proper and efficient life-saving and first-aid facilities which shall at all times be available for use.

ADVERTISING

No advertisement shall be placed on any hoarding, fencing, building or scaffolding erected in connection without the written permission of the Client.

EXISTING SERVICES

Drains, popes, cables and similar services encountered in the course of the works shall be guarded from injury by the Contractor at his own cost so that they may continue in full and uninterrupted use to the satisfaction of her Client and the Contractor shall not store materials or otherwise occupy any part of the site in a manner likely lot hinder the operation of such services.

Should any damage be done by the Contractor to any mains, pips, cables or lines (whether above or below ground) whether or not shown on the drawing the Contractor must make good or bear the cost of making good the same without delay to satisfaction of the Architect and of the Client.

TIGHT TO WAIVE SPECIFICATIONS

The Architect, with the prior consent in writing of the Client may waive or relax any of the clauses of the enclosed specifications if he thinks necessary for the progress of the work. The unit rates quoted for affected items will suitably be modified by the Architect/Client based on the financial implication due to such changes.

RETURNS AND DRAWINGS

All reports, statements, returns, diagrams or drawings which the Contractor is required to submit during the progress of the work, to the Architect and Client are to be furnished in triplicate at the expense of the Contractor.

NAMES OF MANUFACTURERS AND COPIES OF ORDERS

Before ordering any material of any description for permanent work the contractor shall submit for the approval of the Architect samples, names of the manufacturers and suppliers proposed and any other detail required by the Architect and Client shall be sent to the Architect and Client for approval before ordering. Copies in this respect shall be furnished to the Architect in duplicate, of the order given by the Contractor for these materials.

RECORDS AND USAGE OF MATERIALS

The Contractor shall maintain a detailed record of all materials received on the site or his stores and working areas in the vicinity of the site and shall make such records available to the Architect at such times as the latter may reasonably require.

TEST CERTIFICATE

All manufacturer's certificates of test proof sheets etc. showing that the materials have been tested in accordance with the requirements of the appropriate IS Standards other relevant standard specification or specifications, are to be supplied free of charge on request by the Architect and client.

QUALITY CERTIFICATE OF MATERIALS

The Contractor shall be required to produce manufacturer's certificates for the materials supplied by the Contractor. Notwithstanding the manufacturer's Certificate, the Architect shall ask for testing of materials in approved test houses. The result shall satisfy the requirements of relevant IS Standards.

Whenever quality certificates are missing or incomplete or the material quality differs from standard specifications, the Contractor shall conduct all appropriate tests as directed by the Architect/Client at no extra cost. Materials for which test certificates are not available or for which test results do not tally with relevant standard specifications, shall not be used.

The materials identified in the tender documents are indicative of the quality and standard stipulated and it will be deemed that the Tenderer has quoted for the stipulated materials. However, in case the Tenderer wishes to use alternative material, specific mention of these alternatives proposed shall be made in the covering letter to be submitted along with the tender

along with its full technical detail and literature. In the absence of any such information submitted with the Tender, it will be deemed that the Tenderer has quoted for the materials as stipulated and in such case no replacement shall be normally allowed after issuance of the work order.

QUALITY OF MATERIALS

All materials not herein fully specified and which may be offered for use in the works shall be new and of first class quality and of such kind as is generally used in the first class work. The Architect or the Client's Representative shall have the right to determine whether all or any or the materials offered or delivered for use in the works are suitable for the purpose.

PROTECTION IN TRANST

All the fabricated and delivered items shall be suitably protected to prevent damage during transport. Any damage caused at any time shall be suitably rectified free of cost by the Contractor.

DEFECTIVE MATERIALS

Any defective material used shall be replaced by the Contractor at his own expense, care being taken to prevent any damage to the existing structures during removal.

SAFETY CODE

1.0 **INTRODUCTION**

1.1 This document defines the operations undertaken by contractors and sub-Contractor on "SECP" premises, which can give rise to hazards those engaged in the work and others who may be working, standing or passing in the vicinity.

- 1.2 It is the Company's Endeavour to secure a high standard of safety on our sites. Therefore, Contractors and sub – Contractors must know their duties under common law, both for establishments, and their own employees and to conduct their business and methods of work to confirm to the best practices.
- 1.3 Before "SECP", allows any contracting or sub-contracting firm to carry out work on its premises, the Company insists that Contractors understand their duties regarding safe practices for themselves, others and regulations covering the type of work they will be carrying out.
- 1.4 In furtherance to this policy, rules herein have been devised to bring to the notice of Contractors, and sub- Contractors, some of the more common hazards, and appropriate preventative measures in connection with the erection, construction, cleaning, painting, alteration or demolition of plant, machinery and buildings.
- 1.5 "SECP." is confident that the observance of these rules will be hindrance to progress the work, but will assist in the avoidance of accidents.
- 1.6 It is in a term of all contracts between "SECP." And contractors that they and any sub-contractors appointed by them comply with these rules and their co-operation is therefore obligatory in carrying out the precautions lay down.

- 1.7 Section 2 detail general rules which are applicable to most Contractors and sub-Contractors.
- 1.8 Section 3 details specific rules which must be followed where applicable, where a particular type of work is to be undertaken.
- 1.9 All Contractors Supervisors will make sure that the engineering Services/Safety Manager on company sites are notified as and when he and other (sub-contractors) are reporting for work on that site.

SECTION 2

RULES FOR GENERAL OPERATIONS

2.1 Access

Nothing shall be done or omitted to be done by contractors or sub-Contractors or their employees to render unsafe or obstruct:

- Any means of access to the places at which people are required to work.
- The passage of the people and / or vehicles whether on a defined gangway or not, unless permission is obtained from the designated safety officer.
- Access for emergency apparatus, such as firefighting equipment.
- Contractors and sub-contractors shall nevertheless provide adequate fencing, light and warning signs to ensure safety at all times.

2.2 Accident and Incident: - Reporting

All modifiable accidents, dangerous occurrences and potential hazard situations shall be reported to the safety officer of site.

Injuries are to be treated by experienced medical staff available on site.

2.3 Contractors and sub-Contractor's tools and equipment

All Contractors and sub-Contractors tools and equipment must comply with statutory regulations and approved codes of practices.

2.4 Hazardous materials

The Contractors and sub-Contractors must inform the safety officer prior to commencement of work, of processes or materials connected with the contract work of a hazardous nature. The Contractor will have secure storage of any such material.

2.5 Dust and Fume Control

Contractors and sub-Contractors must inform the safety officer on company site of all processes producing dust or fumes, and under the conditions as laid down in the Factories Act 1948, Sections 14 and 37 the safety precautions are to be fulfilled.

2.6 Fire Hazards and Precautions

The company's fire regulations as well as regulations under Section 38 of the Factories

Act, 1948 must be observed at all times, by all Contractors and sub-Contractors.

2.7 Machinery Safety

Contractors and Sub-Contractors working on Company sites must not remove or displace any guard, fencing or other safety equipment which is designed to protect personnel or machinery or any place where safety equipment has been provided without the written permission of the safety officer or his designated representative.

On completion of any work, any guards that had to be removed must be replaced immediately and whilst work is being carried out, machinery must not be operated. The requirement of the Factories Act Sections 20-21 must be followed.

2.8 House Keeping

The house – keeping standards employed by Contractors and sub-Contractors, must be as good as the Company. Care must be taken by all responsible people to ensure that the standard of house – keeping for all establishments is known and understood.

2.8.1 House-keeping and hygiene go hand in hand with safe working practices.

Contractors and sub-Contractors must leave work areas in a clean, tidy and safe condition at the end of each working period.

2.8.2 Special attention must be paid to potential fire hazards, trip points and equipment left in a hazardous condition.

2.8.3 Contamination of the tobacco/food product (by drill sward sawdust, oil, sealant, paints & materials etc.)

2.9 Noise

Contractors and Sub-Contractors working on Company premises or sites must obtain permission from the safety officer of the processes being employed to carry out that work significantly increases the ambient noise level in that area being worked.

2.10 Overhead Working

No work may be carried out above the heads of people or over gangway or roads, until all precautions have been taken to ensure the safety of the person below, and until permission is given by the safety officer. Each specific site of overhead working will require consent from the safety officer. This will be given after satisfactory inspection.

Work may be carried out in the vicinity of power cables only when permission is obtained from the Safety Officer and /or Factory Engineer.

Work connected with overhead safety including the movement of long metal objects, machinery, jibs, masts or other elevated parts.

2.11 Working at Height

All temporary structure, erected by Contractors or sub-Contractors for the purpose of allowing

their staff to work at heights of more than 2m above floor level, must be constructed in accordance with the Safety Regulations laid down.

Whenever possible, ladders are to be made of wood and in good condition. Metal ladders must not be used where there is any possibility of the ladder coming into contact with electrical lines.

Roof working must be properly superbly supervised.

2.12 Safety Clothes and Equipment

This will be supplied by Contractors and Sub-Contractors who are working on company sites and must be adequate for the well being of their staff engaged in the type of work contracted for.

The equipment and its use must comply with the regulations and codes of safety as laid down that apply to the conditions of work being undertaken.

Contractors and Sub-Contractors will be responsible for the use of any tools and equipment that is supplied by them or their staff to the exclusion of all responsibility of "SECP." Tools will be maintained to the highest standard of safety. Whilst in the possession of such tools, the person so using said tools is responsible for the continued maintenance of safety standards.

It is the individual's responsibility to ensure that the tools he works with are suitable for the job and in a safe condition prior to work commencement. All necessary tools and equipment to complete a contract should be supplied by the Contractor. Due provision must be made during contract.

2.13 Plant Services

Before using plant services such as Electricity, permission to do so must be obtained from the appropriate authority, Factory Engineer or Safety officer.

2.14 Supervision

Contractors working on company premises must ensure that their staff is adequately supervised.

2.15 Warning Signs and Notices

Suitable warning signs are to be displayed warning potential hazards.

SECTION 3

TOOLS

3.1 Electrically driven portable tools

Permission is to be obtained from the nominated person before any Contractor Sub-Contractor's electrical hand tools can be connected to the electricity supply.

Connection must be by 3 core cable and 3 pin plugs and sockets, except when tools are double insulated on a 2 wire supply. Where the supply is 3 phases, 4 core cable and sockets with earth

connections must be used.

Make-shift connections are prohibited.

The use of extension cables is discouraged, but sometimes necessary.

Portable electric lamps must be the “gripper” type with caged wire protection for the bulk and precautions as laid down under Section 36-37 of the Factories Act, 1948 must be observed.

In damp conditions, voltage must not exceed 25v, supplied from a double wound transformer.

Hand tool voltages are to be 220V and Contractors and Sub-Contractors must supply their own double wound transformer 110/250V – 50Hz with the centre tap effectively earthed.

In all cases, with the exception of double insulated tools, the network of the tools part be effectively earthed, also any flexible metallic cable coverings must be earthed.

3.2 Compressed Air Tools

Contractors and Sub-Contractors must obtain permission to use any air supply on company site.

Contractors and Sub-Contractors must also provide suitable noise suppression for pneumatic hammers, drills, etc.

3.3 Percussion Cartridge Tools

Permission to use percussion tools must be obtained from the designated safety representative prior to the use of these tools.

Also when using percussion tools, it is the individual’s duty to ensure that the changes used in said tools are correct. These tools are to be handled as dangerous weapons.

Never leave tools unattended, never leave tools charged, or store charged, or store charged, never point tools at personnel, always lock up when they are not in use.

3.4 HOISTING AND LIFTING

Permission must be obtained prior to the use of Company Plant and equipment, from the Factory Engineer or other nominated responsible person.

Equipment must be adequate for the purpose required and anchorage approved by the site safety officer.

All equipment so used must have been examined by a competent person, and where necessary a certificate obtained in accordance with Section 28 and 29 of the Factories Act, 1948.

No object is to be left unattended whilst using lifting equipment.

3.5 MOVEMENT OF PLANT AND MACHINERY

Permission must be obtained prior to the movement of construction materials, plant or equipment about or on a company site.

3.6 POWERED INDUSTRIAL TRUCKS

Permission must be obtained prior to the use of lift-trucks by Contractors or Sub-Contractors on company sites.

Trucks must only be driven by competent licensed personnel and must comply with statutory regulations.

SECTION 4

CONTRACTORS AND SUB CONTRACTORS GUIDELINES

- 4.1 Safe working practices must be observed at all times
- 4.2 It is the responsibility of the Contractors and sub-Contractors staff to use appropriate personal protection. It is the Contractors and sub-Contractors obligation to supply necessary protective equipment and clothing.
- 4.3 Certain areas are designated hazardous (e.g. noisy areas) and warning signs must be obeyed.
- 4.4 Where the Contractors and sub-Contractors work presents a potential hazard, appropriate notices must be supplied and displayed, and the area made secure as far as is reasonably possible.
- 4.5 "SECP" Will not provide tools, materials, lifting or access equipment, fixings or raw materials, unless by previous arrangement.
- 4.6 Any equipment brought to site by Contractors and sub-Contractors must not be used by untrained persons, and attention is drawn to the indemnity clause of "SECP" Orders, which states that the Contractor is liable for any consequent damage or loss to people, equipment or buildings.
- 4.7 All welding, burning and grinding operations which can potentially cause fire must be reported to security.
- 4.8 No alcohol is permitted on site, and anyone deemed to be under the influence of alcohol will be required to leave the site.
- 4.9 Vehicle parking will be in designated areas only.
- 4.10 No smoking is allowed in work areas.
- 4.11 No food is to be consumed and left in work areas.
- 4.12 Warning signs and speed restrictions must be observed.
- 4.13 Place of work to be left in a tidy and safe condition at the end of each work period.
- 4.14 All injuries must be reported to the Ambulance Room, or to security outside normal hours.
 - Security staff is all trained in first aid.
- 4.15 All workmen shall have 4 valid identification cards issued by the Project Engineer.
- 4.16 All workmen shall wear helmets and approved boots.
- 4.17 Only licensed wiremen shall be allowed to carry out electrical work.
- 4.18 Rubber gloves and rubber shoes/boots of correct voltage grade shall be used when working on live panels.
- 4.19 Temporary supply shall be tapped from a source panel which is properly fabricated and permanently fixed and effectively earthed.
- 4.20 Each tapping shall have an ELCB of 30mA rating and shall be taken through an armored sheathed multi-core sheathed cable with inbuilt earth wire or earth wires clamped to the cable. All 3 phase connections shall have double earth wires.
- 4.21 All hand tools shall be of 220 Volts AC double insulated.
- 4.22 Welding sets shall be properly earthed through an insulated cable to the nearest earth pit.
 - Welders shall use welding shield.
- 4.23 Wooden ladders/Goodies shall not be used for working at height. Properly designed platforms of steel with nylon wheels shall be used for working at heights as per safety guidelines.
- 4.24 Safety belts and retro-guards shall be used to prevent workmen from

- tripping/falling from a height.
- 4.25 Live line testers and test lamps shall not be used. Usage of multi-meter with long probes is to be followed. All lamps for temporary use shall have protective guards.
- 4.26 Workmen using grilling/cutting tools shall use eye protection devices (spectacles).
- 4.27 Only authorized and approved equipment/tools shall be used in execution of work.
- 4.28 Wire cutting tools and knows etc. shall be provided with safety handles.
- 4.29 Cable lying shall be carried out using rollers etc.
- 4.30 Danger boards to caution the by-passers shall be provided wherever hazardous work is being done.
- 4.31 Every activity at site shall be cleared and authorized by the safety Manager/Project Engineer before the commencement of such activity.
- 4.32 All debris shall be cleared at once on hour to hour basis. Violation of norms will be considered as breach of contract and will be liable for heavy damages.

WATER & POWER REQUIRED FOR ERECTION

4.33 Water & power required for erection will be supplied by the owners at one point. STORAGE

4.34 The Contractor shall make temporary partitions, lockable arrangements; watch & ward at his own cost and clear the stores as and when required by the Owners. All debris shall be cleared by the Contractor.

SECTION 6

GENERAL

- 6.1 It is a term of our contract with you that you. And your employees and any sub-Contractors you appoint shall:-
- a) Whilst on company premises, comply with all health and safety legislation and company's health and safety regulations in force from time to time and
 - b) Ensure that all equipment and tools brought on to the premises will be in a proper condition from the safety and functioning point of view and they have recently been checked and that all personnel using the equipment and tools have been trained in their safe operation and
 - c) Ensure that training has been given in the safe operation to eh work to be carried out on the premises.

GENERAL SPECIFICATIOSENS

1. The words shall be carried out generally in accordance with the latest standard approved specifications for civil works duly corrected up-to-date. However, any description or direction given in these tender documents shall supersede the general specifications mentioned above. If the specification and schedule differ, the description in the schedule shall govern. In all other cases this specification schedule and drawing shall be construed together. In the case of discrepancies, clarifications shall be obtained from the Architect/Client.
2. The Contractor shall furnish guarantees for successful performances for waterproof treatment work etc. if any executed by the specialist for the minimum period of 10 years from the date of completion as certified by the Architect. The guarantee shall be in the form acceptable to the Client.
3. For items not covered under Technical specification, the work shall be done as per latest relevant Code of Practice.

4. Otherwise the work shall be done as per sound engineering practice as directed by the Architect whose decision in this regard shall be final and binding on the Contractor.
5. Where particular makes of material or specialists are indicated in such cases also, the Contractor shall be required to assume full responsibility and liabilities in respect of their performance.

SPECIFICATIONS FOR INTERIOR WORKS

1.0 Furniture

1.1 General Requirements

This section of the specification shall be read in conjunction with the Drawings and other contracts documents and other sections of the specifications which shall be deemed to be complimentary to one another. The Contractor carrying out this work shall be responsible for providing all plant, tools materials and all things necessary for the proper execution, completion and maintenance of this work. DIMENSIONS Figured shall be taken in preference to scaled dimensions in all cases. Before commencing any work

Contractor shall verify all measurements on this site.

Samples

A sample of every item of furniture, including its parts shall be submitted for approval before an order is placed or manufacture commences. Approved samples shall be used as standards of finish and workmanship.

Timber

Timber shall be of the species as specified. It shall be of its kind as set out in section of carpentry and joinery, well-seasoned and kiln dried with moisture content of 12% nominal. It shall be matched for colour and grains, free from worm holes, large loose or dead knots or to other defects and sawn to square.

Post forming

All post forming will be beveled type with non-post formed edges to be sealed with 2mm thick. PVC edge banding tape as per approved make matching to the laminated finish. All top to be both side laminated.

Ply wood

Plywood shall be of approved quality, resin bonded, weatherproof, and close grained plywood suitable for veneering, painting or bonding plastic laminate as required. Plywood for outdoor furniture shall be of standard specification waterproof brand. Exposed edges of plywood shall be finished with a strip of solid wood and glued or as detailed on the drawings.

Joints & Adhesives

All joint shall be standard mortise and tenon dowel, dovetail, cross halved, mitered, tongue and grooved or rebated. Nailed butt joints will not be permitted except where shown in the drawings. Where mortise and tenon joints are used tenons shall fit the mortises exactly. Adhesives shall be resins based for all carpentry work and as per approval of Architect Lap joints with glue shall be permitted in wood skirting.

Fastenings

Screws, nails etc. shall be of standard iron or wire unless otherwise shown on drawings. Screws and nails for outdoor furniture shall be brass or other non-corrosive metal. Exposed fastenings shall match the finish of hardware.

Where screws on a finished surface, they shall unless otherwise detailed, be sunk and the hole plugged with wood plug of the same wood and grain of the finished surface. Nails on finished surfaces shall be neatly punched and the hole filled with wood filler to match. Filling putty over screw or nail holes shall not be permitted.

Hardware

Hinges, locks, latches, door tracks, nail hides etc, shall be as specified or an approved substitute equal to be better than the specified.

Metal

Where metal lets, frames and the likes are used, these shall be welded, brazed, bolted or riveted as required and on finished surfaces welding, brazing and riveting shall be grounded also that no evidence of this is apparent on the final finish of the metal.

All legs of case or cabinet furniture, whether of wood or metal shall be equipped with nylon glides or castor unless otherwise shown on the drawings.

Finish

Finishes shall be fully in accordance with the drawings and schedules. Where timber is in natural finish, pieces shall be matched for colour and grain before assembly. Where timber is stained the stain shall be matched throughout.

2.0 DELIVERY, STORAGE, INSTALLATION AND PROTECTION

Delivery, Storage, Installation of furniture and Furnishing. Furniture shall be store safe from fire, damp, theft or any form of damage. When required all items of loss furniture shall be installed in the positions shown on the drawings.

Protection

The Contractor shall protect and guard all fixed items and loss items of furniture, fittings and all other furnishing from fire, damp, theft or any other damage until the date of handover of the completed works.

The Contractor shall make his own investigations to guard against local sources of attack and damage and take all necessary precautions for protection.

Completion

On the completion of the installation of all work in this section the Contractor shall leave all work clean and perfect.

3.0 Carpentry and Joinery

Generally

GENERAL REQUIREMENTS

This section of the specification shall be read in conjunction with the Drawings and other contracts documents and other sections of the specifications, which shall be deemed complimentary with one another. The Contractor shall be responsible for providing all plant, tools materials and all things necessary for the proper execution and maintenance to these works.

DELIVERY AND STORAGE

All timber delivered to the site shall be carefully stored above the ground in such a manner as to provide proper drainage, ventilation and protection from the weather and shall be stored in the proper manner according to each material type.

DEFINITION OF CARPENTRY

The definition of carpentry work shall be deemed to include fixing clips, blocking, grounds, fittings, sub frames, rough frames and wood framing members include all wood work that are required to completely fabricate, finish and install any piece furniture, partition etc.

MOISTURE CONTENT OF TIMBER

The Moisture Content of Timber during manufacture, delivery to site, storage, site working, assembly, installation shall have moisture content of 12% nominal.

All timber shall be treated with preservatives of approved makes before delivery to site.

All joinery to be painted shall be appropriately sealed with the specified primer to all faces before at place of manufacture. All joinery and joinery timber shall be wrapped in proper cover before and during transport and delivery to sites.

While remaining in proper wrappers the timber shall be protected from extremes of temperatures and direct sunlight.

Internal joinery and joinery timber shall be kept in its original wrapper before working, fixing and installing on site. Proper wrapping to external joinery and timber shall be removed on delivery to site or as previously specified.

Timber shall be softwood or hardwood and suitable for the purpose for which it is intended. It shall be seasoned, free of defects, which would affect strength or usability and shall be fault free, straight, and non-splitting and dressed on all sides.

TIMBER FIXING

The carpentry timber shall be fixed with nail spikes, bolts, screws, hangers, stirrups, anchors ties or any other accessories which are required to develop the full strength of the members which they support or joint and / or as directed by the Architect.

All fixing in exterior locations shall be galvanized.

FIXING TO MASONRY OR CONCRETE

Carpentry timber where fixed to solid masonry or concrete shall be secured with expansion bolts or other positive methods of mechanical fastening. Carpentry timber where fixed into hollow masonry shall be secured with toggle bolts and steel with bolts, nuts and washers.

FIBRE PLUGS

Fixing by means of wooden plugs will be permitted only where it is required and advisable in the option of the Architect / Construction Manager.

FASTENINGS

Power driven fasteners may be used fastening to steel concrete and brick masonry.

NAILING STRIPS

Nailing strips unless otherwise required shall be continuous. Fixing strips shall be cast into concrete where required by the Construction Manager and shall be slightly under cut finish with the finished rendered surface.

1.1 Protection and Retardant

All the timber used shall be kiln seasoned. Fire retardant paint shall be used on all hidden wherever indicated/specified anywhere in the drawings, specifications and the various parts of his document.

1.2 Wood, Plywood Board, Veneer, Laminate

HARD WOOD

Wherever hardwood is specified, it shall mean first class wood or equivalent as per approval of the Architect.

PLY WOOD

Plywood shall be a product of a balanced construction made up of piles assembled by gluing the chief characteristics being the crossing of alternate piles to improve the strength properties and minimize movement in the place of board. Plywood shall be best quality closed grained plywood suitable of veneering painting or bonding plastic laminate. It shall be a raisin bonded, waterproof and boil proof (WBP) brand exposed edges shall be finished with an edge strip of solid teakwood, tongued and grooved and glued, or as detailed.

The manufacturer and reference for plywood shall be subject to approval.

The thickness shall be in accordance with the drawings.

COMMERCIAL BOARD

Commercial Board where asked for shall have core of particleboard confirming to ISO standards/Government and shall have teak ply, veneer, commercial ply as required on both or one face of

the board. The particle board shall be single layer particle board made of one uniform layer or particles of wood or other lingo cellulose material like slakes, granules, shavings, slivers, splinters, agglomerated formed and pressed together with synthetic resins of the phenol formaldehyde or urea formaldehyde and then cured and pressed in a parallel platter hot press of the usual multiplied, pressed in a continuous band type press. The applied pressure shall be perpendicular to the plane of board.

STORAGE OF SHEET MATERIALS

Sheet materials shall be transported and stored flat with sufficient support to prevent lowing and warping and to prevent damage to edges and corners. Sheets materials shall be protected from weather and kept off the ground and in dry, well-ventilated conditions.

SAMPLES

The Contractor shall submit samples of all materials including large samples of all materials including large samples of veneer assemblies for approval. All materials prefabricated, delivered and assembled shall be in accordance with the approved sample.

DELIVERY AND STORAGE – SHOP FABRICATED ITEMS

Shop Fabricated items shall not be delivered to the site of works until that site is ready for installation and the building is fully dry, and shall be cartooned, or otherwise protected whilst in transit. Installed work shall be adequately protected against soiling or damage, damaged or soiled items shall be made good or replaced at the Contractors own expense and to the satisfaction of the Architect.

Note: All wooden frameworks to be coated with wooden primer and two coats of fire retardant viper.

1.3 Joinery Generally

GENERAL

Joinery shall be carried out strictly in accordance with the drawings. Where joints are not specifically indicated recognized form of joints should be used.

JOINERY SHALL CONFIRM TO IS STANDARD

Where specified or shown on drawings the Contractor shall space fixing battens, Filet, grounds, studs and the like, in accordance with the recommendations of the manufacturers of the sheets being fixed.

3.4 Hardware

Hinges, locks, latches, door tracks etc. shall be as specified and as far as is possible of specified manufacturer. In any variation of this quality of the substitute shall be equal to or better than the originally specified and the sample should be submitted to the designer for prior approval.

3.5 Metal Work

The Contractor shall furnish all material, labour, operations, equipments, tools, plant and incidentals necessary and required for the completion of all metal work as called for in the drawings. The drawings and specifications cover the major requirements only. The supplying of additional fastenings, accessory, features and other items not mentioned specifically herein but which are necessary to make a complete installation shall be part of this contract.

GENERAL

All metal work shall be free from defects imparting strength, durability and appearance and shall be of the best commercial quality for purposed specified, made with structural properties to withstand safely strains stresses to which they shall be normally subjected.

SAMPLES

Samples of all typical metal work shall be fabricated assembled and erected or submitted to the Architect as directed by him for approval.

Where metal legs, frames, sheets etc are used these shall be welded, brazed, bolted or reverted as required and on finished surfaces welding, brazing and reverting shall be neatly smoothed so that no evidence of this is apparent on the manufacture of the metal, which will be as specified in the drawing. On all legs, wood or metal, nylon glides or castors as indicated are to be installed.

FINISH

This will be as indicated on the drawing and colour scheme charts and materials (timber, plastic, laminated, lacquer, paints etc.) must be as specified. No variation shall be accepted unless with the prior approval of the Architect.

‘Back’ of cabinets, etc. wall hung shall be treated with an approved brand or wood preservative, Full size drawings or proto types are to be submitted for approval if requested.

3.6 Mirror

GENERAL REQUIREMENTS

This section of the specification shall be read in conjunction with the drawings and schedules and other sections of the specification, which shall be deemed to be complimentary to one another. The contractor carrying out this work shall be responsible for providing all plants, tools materials and all things necessary for the proper execution completion and maintenance of these works.

CUTTING MIRROR

Cutting mirror shall be accordance with site measurements or dimensions.

GENERAL

Mirror shall be fabricated from clear plate or float glass of the quality and finish shown in the drawings and schedules unless otherwise required.

3.7 Punning - General

Plaster of Paris punning (plaster) is generally applied on already cement-plastered surface to give it a smooth and even surface.

PREPARATION OF SURFACE

Projecting burns of mortar formed during existing cement plaster shall be removed. The surface shall be scrubbed clean with wire brushes. In addition the plastered surface shall be pock marked with pointed tool, at spacing of not more than 4 cm centers and depth of pock to be approx. 3mm deep. This is to ensure a proper key for the plaster. The surface shall be cleaned of all oil and grease marks etc.

PLASTER OF PARIS

The Plaster of Paris shall be of semi-hydrate variety calcium sulphate. Its fineness shall be such that when sieved through a sieve of IS sieve designation 3/35 mm for 5 minutes after drying the residue left on it shall not be more than 1% by weight. It shall not be too quick setting. Initial setting time shall not be less than 113 minutes.

APPLICATION

The material will be mixed with water to a workable consistency. Plaster of Paris shall be applied directly on the wall plasters in suitable sizes panels and finished to a smooth surface by steel trowels. The plaster shall be applied in such a manner that it fully fills the gaps the thickness over the plastered surface is as specified in the description of the item. The finished surface shall be smooth and true to the plane, slopes or curves as required.

3.8 Wooden Frames

Frames where asked shall be 1st class Deodar wood. American ash/maple wood of required size as described in the item. Sawing shall be truly straight and square and the directions of the grains and a scantling shall be accurately planned smooth to the required dimensions before the same is fixed in position. A tolerance of plus minus 2/3 mm shall be allowed in the finished cross section joint marks or other defects shall be rejected. All exposed wood and plywood shall be straight grained of matched grain and colour and shall be approved by the Architect before being fabricated.

3.9 Installation

Doors, partitions and cabinetwork shall be installed in position after the plaster in the section for which it intended is sufficiently dry. All interior and exterior doors, partitions, glazing cabinetwork and other fixed wooden equivalent shall be properly installed, level, plumb and true. But joints shall be avoided wherever possible if unavoidable the joint shall be beveled. All exterior angles shall be mitered.

Adjoining interior wood members shall match and harmonize.

3.10 Glass and Glazing

The Contractor shall furnish all material, labour, tools, appliances, equipment's and incidentals required to complete the installation of all glass and related items.

GENERAL

All glass shall be of the type, quality, and substance specified. All glass shall be first class in every respect shall confirm to IS 1761-1960. The glass shall be 100% free from blisters, stains scratches bubbles so as not to disturb the visibility through glass.

GLASS SIZES

The Contractor shall cut glass sizes by field measurements of dimensionally approved shop drawings. The responsibility for correct glass sizes shall rest with the Contractor. No cracked, chipped or disfigured glass shall be accepted.

The Contractor shall replace all broken, damaged and disfigure glass caused in executing the work or by faulty installation before acceptance of the building without cost to the Client.

PREPATATION OF FRAMES AND GLASS

Before installation the Contractor shall ensure that:

- a) All glazing rebates are square, plumb and true in plane, clear, dry and dust free.
- b) All frame adjustments are made prior to glazing.
- c) All glass edges are clean out to exact sizes and grout properly allowing expansion tolerance as recommended by the glass manufacturer.
- d) All sashes shall be glazed in the closed position and shall not be opened until the compound is set.
- e) All materials are used in strict accordance with the manufacturer's instruction.
- f) Glass shall not be forced into place.

INSTALLATION

The glass shall be set on neoprene or EDPM Glazing blocks on all blocks on all sides (at least two per side as directed) glass shall be bedded back and face glazed and so installed as to achieve a completely water tight and rattle free installation. The obscure glass where called for shall be set with smooth surface outside.

COMPLETION

Upon the completion of the work all glass shall be thoroughly cleaned, paint or other marks removed. Any loose glass shall be set to the satisfaction of the Architect/Client.

3.11 Gypsum Board Ceiling

All gypsum board ceiling shall be carried out using the product hardware accessories, specifications and methods that come from the manufacturers (M/S Thai Gypsum). If a discrepancy is detected between any section of document and the recommendations in the manuals of the manufacture the latter shall supersede the former.

The same shall also hold good for any work other than partitions that need to be done in gyp board.

All gyp board work will be inspected and approved by the representative of M/S Thai Gypsum Ltd.

In addition to the regular approvals from the Architect.

3.12 False Ceiling

The false ceiling shall be constructed exactly as per the details in the drawings. All faces shall be finished and free from any cracks and undulations. It must be true to line and level and must be completely error to the satisfaction of the Architect.

LIST OF APPROVED AND NOMINATED MANUFACTURERS/SUPPLIERS OF MATERIALS AND SUB- CONTRACTORS.

Sr. #	MATERIAL	MANUFACTURE
1	Commercial boards / ply	Make – Sun Light, Sontix, Supplier – Golden Ply Wood, Naeem Traders
2	Pre Laminated Board (MDF)	Make – Al-Noor (Pakistan), Malaysian manufactured Supplier – Naeem Traders, Golden Ply Wood House
3	Laminate	Wilson Art / Formica / Equivalent
4	Hard Wood	MAPLE
5	Soft Wood	Oak/Deodar Wood
6	Adhesive	Make – ICI (Scalabond), German (Movolith) Supplier – ICI
7	Hardware	Make – GCC 9forpatch fitting and for floor spring / door closer), Doorset (locks, handles) Supplier – Brothers Glass, 3M Make – Italian, Chinese Supplier – SMC Stainless steel handles available, Saleem Hardware
8	Coir Mattress	Make – Diamond, Molty Foam Supplier – Diamond, Molty
9	Grid Ceiling	Make – Celotex / OWA Supplier – Thermic Engineering Co.
10	Gypsum board	Make – Elephant Supplier – Thermic Engineering Co.
11	Ceramic wall tiles	Make – RAK/Niro Supplier – RAK, S. Abdullah, Crete Sol
12	Vitrified floor tiles	Make – Porcelain Granitto tiles Supplier - Granitto
13	Wall Paint	Make – ICI, Jotun, Supplier – ICI, Jotun,
14	Textured Paint	Make – ICI Supplier - ICI
15	Grey Cement	Make – Maple Leaf
16	White Cement	Make – Maple Leaf (White)
17	Blinds	Make – Master Covering, vertical blinds, roller blinds Supplier – Master Covering
18	White Board	3M
19	Glass	Make – Guardian, (Saudi Arabia) Plinted (China) Ghani (Pakistan) Supplier – Brother Glass
20	Looking / Mirror	Make – Belgium Manufactured Supplier – Brother Glass
21	Masonry Wall	Make – Brick 4.5” thick Dry Gypsum wall 3.5” thick
22	Laminated Floor	Make – Swedish, Polish, American Supplier – Stile, Inter wood
23	Carpet Tiles	Make – Interface Supplier – Pak Carpet
24	Anti Static Vinyl Flooring	Make – LG Supplier - Serena

ELECTRICAL MAKES

Sr. #	MATERIAL	MANUFACTURE
1	Commercial boards / ply	Make – Sun Light, Sontiex, Supplier – Golden Ply Wood, Naeem Traders
2	Pre Laminated Board (MDF)	Make – Al-Noor (Pakistan), Malaysian manufactured Supplier – Naeem Traders, Golden Ply Wood House
3	Laminate	Wilson Art / Formica / Equivalent
4	Hard Wood	MAPLE
5	Soft Wood	Oak/Deodar Wood
6	Adhesive	Make – ICI (Scalabond), German (Movolith) Supplier – ICI
7	Hardware	Make – GCC 9forpatch fitting and for floor spring / door closer), Doorset (locks, handles) Supplier – Brothers Glass, 3M Make – Italian, Chinese Supplier – SMC Stainless steel handles available, Saleem Hardware
8	Coir Mattress	Make – Diamond, Molty Foam Supplier – Diamond, Molty
9	Grid Ceiling	Make – Celotex / OWA Supplier – Thermic Engineering Co.
10	Gypsum board	Make – Elephant Supplier – Thermic Engineering Co.
11	Ceramic wall tiles	Make – RAK/Niro Supplier – RAK, S. Abdullah, Crete Sol
12	Vitrified floor tiles	Make – Porcelain Granitto tiles Supplier - Granitto
13	Wall Paint	Make – ICI, Jotun, Supplier – ICI, Jotun,
14	Textured Paint	Make – ICI Supplier - ICI
15	Grey Cement	Make – Maple Leaf
16	White Cement	Make – Maple Leaf (White)
17	Blinds	Make – Master Covering, vertical blinds, roller blinds Supplier – Master Covering
18	White Board	3M
19	Glass	Make – Guardian, (Saudi Arabia) Plinted (China) Ghani (Pakistan) Supplier – Brother Glass

Note: 1. No Deviation Permissible

- Wherever Contractor proposes to use “equivalent” makes (other than specified), the same shall be done only after prior approval from Architect may consult the corporation before giving approval. Additional expenditure, if any, time due to this will be on Contractor’s account and no claims will be entertained.
- All material to be used shall be on Contractor’s account and no claims will be entertained.
- All sizes of materials mentioned shall be finished sizes.