



NBCC (INDIA) LIMITED

"Construction/Rectification of Balance works/Left Out works of Leisure Valley-Verona Height on As is where is Basis at Plot No. GH – 02, Tech Zone- IV, Gr. Noida, (UP), pertains to Amrapali group of companies on Engineering, Procurement and Construction (EPC) Basis"

SPECIAL CONDITIONS OF CONTRACT

(VOL. II)

16335/2020/RBG-EAST KIDWAI NAGAR

Tender for "Construction/Rectification of Balance works/Left Out works of Leisure Valley-Verona Height on As is where is Basis at Plot No. GH – 02, Tech Zone- IV, Gr. Noida, (UP), pertains to Amrapali group of companies on Engineering, Procurement and Construction (EPC) Basis"

Special Conditions of Contract**SPECIAL CONDITIONS OF CONTRACT**

The following special conditions shall be read in conjunction with 'General Condition of Contract – 2019 along with Amendments', Technical Specifications, Scope of work, Conditions particular to various works & specific scope of each work as specified together with Technical Specifications, Drawings etc. If there are any provisions in those special conditions which are at variance with the provisions in General Condition of Contract, the provision in these special conditions shall take precedence. These Special Conditions shall be considered as an extension and not as limitation of the obligations of the Contractor:-

I. The following amendment in Notice Inviting Tender:-

a) In Minimum eligibility Criteria, 2.0 A i), the definition of similar work shall be read as under:-

"Similar works for building works" shall mean "Residential/ Non-Residential buildings of any no. of storeys".

OR

Civil Work(s) having items which are included in CPWD Schedule of Rates/ Compound Wall/ External Development work/ Roads work/ Sewerage work/ Drainage work/ Water Supply work/ Plumbing work/ electrical work/ repair/ renovation/restoration work etc. However, the work should include Reinforced Cement Concrete and Masonry work.

However, the bidder must have also completed minimum one work valuing 40 % of estimated cost put to tender containing "Residential / Non-Residential building (s) of any no. of storeys during the last 7 years ending previous day of last date of submission of tenders.

OR

The developers of own Real Estate projects are also eligible subject to submission of sanctioned building plan, occupancy / completion certificate or any other proof of completing the building (s) along with project valuation report from the Govt. approved valuer jointly certified by Chartered Engineer and Chartered Accountant in practice.

b) The following point is added in Minimum eligibility Criteria:-

The preceding financial year shall be considered as FY 18-19/ FY 19-20 for which audited balance sheet has been submitted by the bidder.

II. The following are the amendments to the General Conditions of Contract (2019):-

Instructions to Tenderer (ITT)

1. Clause-1 of ITT under Section – 2

Deleted.

2. Clause-22 'Scope of Work' of ITT under Section – 2

This clause is entirely replaced with Scope of Work (Vol –III) & DPR.

3. Clause-25 'Order of Precedence of Documents' of ITT under Section-2

This Clause is entirely replaced from the following Clause as under:-

In case of difference, contradiction, discrepancy, with regard to conditions of contract, Specifications, Drawings, Payment Schedule etc. forming part of the contract, the following shall prevail in order of precedence.

16335/2020/RBG-EAST KIDWAI NAGAR

Tender for "Construction/Rectification of Balance works/Left Out works of Leisure Valley-Verona Height on As is where is Basis at Plot No. GH – 02, Tech Zone- IV, Gr. Noida, (UP), pertains to Amrapali group of companies on Engineering, Procurement and Construction (EPC) Basis"

Special Conditions of Contract

- i. Letter of Award
- ii. Amendments to Tender Documents
- iii. Financial Bid and Stage Payments Schedule.
- iv. Special Conditions of Contract.
- v. Tentative/Indicative Scope of work and DPR/Project Report/DBR
- vi. Technical specifications i/c. finishing schedule, Brochure, Joint Inspection Report
- vii. Drawings- between the written description on the Drawings and the Specifications and Standards, the latter shall prevail and between the dimension scaled from the Drawings and its specific written dimension, the latter shall prevail;
- viii. General Conditions of Contract – 2019 with amendments, if any.
- ix. CPWD/ MORTH specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of tenders.
- x. Relevant B.I.S. Codes
- xi. Between two or more Clauses of this Contract, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other clauses;
- xii. Between any value written in numerals and that in words, the latter shall prevail.

4. "Acceptance of Tender Conditions" Annexure-II of under section-2

The format for '**ACCEPTANCE OF TENDER CONDITIONS**' i.e. Annexure-II is revised, as under:-

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney)

NBCC (India) Limited,

 New Delhi.

Sub: "Construction/Rectification of Balance works/Left out works of Leisure Valley-Verona Height on As is where is Basis at Plot No. GH – 02, Tech Zone- IV, Gr. Noida, (UP), pertains to Amrapali group of companies on Engineering, Procurement and Construction (EPC) Basis"

Ref: NIT NO. NBCC/ CPG/ NIT.....

Sir,

- i) This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- ii) I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.

16335/2020/RBG-EAST KIDWAI NAGAR

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Special Conditions of Contract

- iii) I/We have viewed and read the terms and conditions of this GCC/SCC carefully. I/We have downloaded the following documents forming part of the tender document:
- a) Notice Inviting e-Tender
 - b) Quoting Sheet for Tenderer
 - c) Instructions to Tenderers & General Conditions of Contract(Vol-I/2019)
 - d) Amendment No. 1 to GCC-2019
 - e) Amendment No. 2 to GCC-2019
 - f) Special Conditions of Contract/Vol-II
 - g) Tentative/Indicative Scope of Work / Vol-III
 - h) Schedule of Payment/Vol-IV
 - i) CPWD Specifications with updated corrections
 - j) Indicative Items for Execution and technical specifications /Vol-V
 - k) List of approved makes of materials/Vol-VI
 - l) Tender Drawings/Vol-VII
 - m) Finishing Schedule/Brochure/JIR
 - n) Acceptance of Tender Conditions (Annexure-II)
 - o) Integrity pact (Annexure-III) (To be signed and stamped by the contractors and scanned copy to be uploaded with the bid)
 - p) Details of work Experience certificate – Form A,
 - q) Details of Similar Work – Form B
 - r) Financial Details – Form C,
 - s) TDS details for private sector Project – Form D
 - t) Bank Solvency certificate – Form E,
 - u) Form H of GCC – Affidavit for correctness of Documents/ information.
 - v) Addendum/Corrigendum, if any- Duly signed by authorized person
 - w) Pre-bid clarifications, if any
- iv) I/we have uploaded the mandatory scanned documents such as cost of tender document, EMD, e-Tender Processing Fee and other documents as per Notice Inviting e-tender AND I/We agree to pay the cost of tender document, EMD, e- Tender Processing Fee (only receipt/proof of online payment) and other documents in physical form in the form and manner as described in NIT/ITT.
- v) Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay NBCC, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.
- vi) If I/we fail to commence the work within 10 days of the date of issue of Letter of Award and/or I/we fail to sign the agreement as per Clause 82 of Clauses of Contract and/or I/we fail to

submit performance guarantee as per Clause 02 of Clauses of Contract, I/we agree that NBCC shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

Yours faithfully,

(Signature of the tenderer with rubber stamp)

Dated _____

5. Clause-1.0 'Definitions' under Section - 3

The following definition is added, as under:

- (i). **Owner/ Client** shall mean Ld. Court Receiver appointed by Hon'ble Supreme Court of India

16335/2020/RBG-EAST KIDWAI NAGAR

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Special Conditions of Contract

- (ii). **Employer/ NBCC** shall mean NBCC (India) Limited
 - (iii). **Employer's Engineer** shall mean Engineer In-charge of NBCC.
 - (iv). **Bidder/ Agency** shall mean Contractor.
 - (v). The words Tenderer, Bidder, Applicant shall have the same meaning.
 - (vi). Allottee means Flat/space allotted by previous Amrapali Group duly certified by Ld. Court Receiver or allotted by Ld Court Receiver/ Hon'ble Supreme Court Of India
6. Clause-6 'Deviations /Variations Extent and Pricing' of under Section – 3.
Deleted.
7. Clause-16 'Time Essence of Contract & Extension for Delay' of under Section – 3.

The following is added to Clause 16:

- A) Within 10 (Ten) days of the issue of LOA, the Contractor shall submit to the Employer and the Employer's Engineer a programme (the "Programme") for the Works, developed using networking techniques giving the following details:

Part I: Contractor's organization for the Project, the general methods and arrangements for design and construction, environmental management plan, including design quality plan, traffic management and safety plan covering safety of users and workers during construction, Contractor's key personnel and equipment:

Part II: Quality Assurance, Monitoring and Supervision system mechanism and records and documents, Methodology Monthly Progress report Test

Part III: Programme for completion of all major stages and Project Milestones of the Works as specified in Project Completion Schedule. The Programme in required format such as M.S. Project or other software as specified in the bid/tender document shall include:

- (i) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design and major stages of Works;
- (ii) the periods for reviews;
- (iii) the sequence and timing of inspections and tests specified in this Contract.

The Contractor shall submit a revised programme whenever the previous programme is inconsistent with the actual progress or with the Contractor's obligations.

Part IV: Monthly cash flow forecast.

- B) Milestone:

The milestone for the execution of the project is given as below. The Contractor has to achieve the agreed milestone during the execution of this contract.

MILE STONE COMPLETION DATES

The progress of Work shall be maintained as under commensurate to the time periods and shall be completed/handed over in phases from 30-36 months. The milestones are as shown below:

| SL NO | ACTIVITIES | Period from date of start as per contract | Percentage of total awarded value to be withhold against non achievement of |
|-------|------------|---|---|
| | | | |

16335/2020/RBG-EAST KIDWAI NAGAR

Tender for "Construction/Rectification of Balance works/Left Out works of Leisure Valley-Verona Height on As is where is Basis at Plot No. GH – 02, Tech Zone- IV, Gr. Noida, (UP), pertains to Amrapali group of companies on Engineering, Procurement and Construction (EPC) Basis"

Special Conditions of Contract

| | | | mile stones |
|---|---|-----------------------|-------------|
| 1 | Cleaning of Entire Site, Barricading, Setting/Commissioning of P&M and Submission & approvals of Civil, MEP design & drawings | Zero Date + 6 Months | 0.10% |
| 2 | All Civil, RCC, Plastering, flooring & all other finishing works of Basements of 10 Towers including Podium, Entry/Exit Ramps & Staircases, etc. | Zero Date + 24 Months | 0.10% |
| 3 | All Civil, Electrical, Mechanical / MEP, RCC, Plastering, flooring & all other finishing / Plumbing / Sanitary / Hardware / Wood works of Superstructure ready for handover of 10 towers out of 24 including completion of necessary Non-tower areas associated to handover of these 10 towers in all respect | Zero Date + 27 Months | 0.10% |
| 4 | A. Completion, Commissioning and Operation of all the Services of 10 towers including STP, WTP, Lifts, Water Reservoir/W.T.P, Pumping Stations, Sub-station, Power Back-Up (D.G Sets) and other related MEP works, etc. along with Entry & Exit Ramps, Basements/ Stilt, External Development, Landscaping, Roads, Drainages, Footpath, RWH, Entry/Exit Gates, Boundary Wall, Security Guard Posts, CCTV with Control Rooms for the portion to be handed over. B. Mechanical Ventilation, Fire curtain, fire fighting works, All External Electrical, Civil works and all other associated works of above mentioned towers. C. Completion & Handing over of 10 Tower out of 24 Towers and all the other activities/execution incl. Basement & associated Non-tower areas to handover these 10 towers in all respect | Zero Date + 30 Months | 0.10% |
| 5 | All Civil, RCC, Plastering, flooring & all other finishing works of Basements of balance 14 Towers including Podium, Entry/Exit Ramps & Staircases, etc. | Zero Date + 32 Months | 0.15% |
| 6 | All Civil, Electrical, Mechanical / MEP, RCC, Plastering, flooring & all other finishing / Plumbing / Sanitary / Hardware / Wood works of Superstructure ready for handover of balance 14 towers including completion of all Non-tower areas associated to handover of these 14 towers in all respect | Zero Date + 34 Months | 0.15% |
| 7 | A. Completion, Commissioning and Operation of all the Services of balance 14 Towers including STP, WTP, Lifts, Water Reservoir/W.T.P, Pumping Stations, Sub-station, Power Back-Up (D.G Sets) and other related MEP works, etc. along with Entry & Exit Ramps, Basements/ Stilt, External Development, Landscaping, Roads, Drainages, Footpath, RWH, Entry/Exit Gates, Boundary Wall, Security Guard, Posts, CCTV with Control Rooms for the portion to be handed over. B. Mechanical Ventilation, Fire curtain, fire fighting works, All External Electrical, Civil works and all other associated works of complete project. C. Completion & Handing over of balance 14 Tower and all the other activities/execution incl. complete Basement and all Non-tower areas to complete the | Zero Date + 35 Months | 0.15% |

16335/2020/RBG-EAST KIDWAI NAGAR

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Special Conditions of Contract

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|---|---|-----------------------|-------|
| | project in all respect with in this agreement and handing over to allottee in all respect | | |
| 8 | Handing over of overall project after completion of all the work in all respect up to the satisfaction of Ld. Court receiver/NBCC/along with all the applicable NOCs. | Zero Date + 36 Months | 0.15% |
| <p>Note :</p> <p>1) Zero date shall be the 10th day from date of LOA or handing over of site whichever is later.</p> <p>2) The External Works shall have to be completed parallely and priority of completion and handing over may change as per the actual site condition/requirement.</p> <p>3) The Contractor shall submit and take design approvals in accordance with project milestones.</p> | | | |

8. Clause No.23.0 'Payments' Sub-Clause 23.1 of under Section – 3.

The sub-clause 23.1 of the GCC pertaining to "Payments" is entirely replaced and shall be read as under:

A. Stage Payment Statement for Works

- i) The Employer shall make interim payments to the Contractor as certified by the Employer's Engineer, as specified and valued in accordance with the proportion of the Contract Price assigned to each item and its stage in Schedule of Stage Payment.
- ii) The Contractor shall base its claim for interim payment for the work executed till the end of the month for which the payment is claimed, supported with necessary particulars and documents / test results / quantity calculation / theoretical vs. actual/ MTRs / Maintenance manual etc. in accordance with this Agreement. The basis of payment on "Pro rata basis" shall be worked out on the percentage of work done of total scope of work under their activity/item for the respective Cost Centre.
- iii) The Contractor shall submit a RA bill (the "Stage Payment Statement"), in 3 copies, by the 7th (seventh) day of the each month (statement for the previous month) to the Employer's Engineer in the form as directed, showing the amount calculated to which the Contractor considers himself entitled for work executed under their activity/item for the respective Cost Centre. The Stage Payment Statement shall be accompanied with the progress reports, at least two set of twenty photographs and any other supporting documents.
- iv) Within 7 (seven) days of receipt of the RA bill from the Contractor, the Engineer-in-charge shall broadly determine the amount due to the Contractor and recommend the release of 75% (seventy five) percent of the amount so determined as part payment against the Stage Payment Statement, pending issue of the Interim Payment Certificate (the "IPC") by the Engineer-in-charge. In case of discrepancy or for want of correction in the bill submitted by contractor is returned back to the contractor, then time of 7 days will be considered from submission of bill after attending observations of the Engineer-in-charge. Within 7 (seven) days of the receipt of recommendation of the Engineer-in-charge, the Employer shall make payment to the contractor through electronic payment directly to the Contractor's bank account.
- v) Within 14 (fourteen) days of the receipt of the Stage Payment Statement, the Engineer-in-charge shall determine the amount due and payable to the Contractor, after adjusting the payments already released to the Contractor against the said statement. In cases where there is a difference of opinion as to the value of any stage, the Engineer-in-charge's view shall prevail.
- vi) Balance payment against IPC/RA bill shall be made to contractor by the Employer within 28 (twenty eight) days of submission of Stage Payment Statement to the Engineer-in-charge. Payment by the Employer shall not be deemed to indicate the Employer's acceptance, approval, consent or satisfaction with the work done.
- vii) All such interim payments shall be regarded as payment by way of advances against final

16335/2020/RBG-EAST KIDWAI NAGAR

Tender for "Construction/Rectification of Balance works/Left Out works of Leisure Valley-Verona Height on As is where is Basis at Plot No. GH – 02, Tech Zone- IV, Gr. Noida, (UP), pertains to Amrapali group of companies on Engineering, Procurement and Construction (EPC) Basis"

Special Conditions of Contract

payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final payment certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

B Final Payment Statement

- i) Within 60 (Sixty) days after receiving of the Completion Certificates and upon completion of all incomplete and outstanding works, the Contractor shall submit to the Engineer-in-charge for consideration six copies of a Final Payment Statement (the "Final Payment Statement") for Works, with supporting documents showing in detail, in the form prescribed by the Engineer-in-charge:
 - a) the summary of Contractor's Stage Payment bills for Works
 - b) the amounts received from the Employer against each bill; and
 - c) any further sums which the Contractor considers due to it from the Employer.
- ii) If the Engineer-in-charge disagrees with or cannot verify any part of the Final Payment Statement, the Contractor shall submit such further information as the Engineer-in-charge may reasonably require. The Engineer-in-charge shall deliver to the Employer:
 - (a) an IPC for those parts of the Final Payment Statement which are not in dispute, along with a list of disputed items which shall then be settled in accordance with the provisions of contract; or
 - (b) a Final Payment Certificate if there are no disputed items.

C Final Payment Certificate

- i) Within 90 (Ninety) days after receipt of the Final Payment Statement for Works, and the written discharge, and there being no disputed items of claim, the Engineer-in-charge shall deliver to the Employer, with a copy to the Contractor, a final payment certificate (the "Final Payment Certificate") stating:
 - (a) the amount which, in the opinion of the Engineer-in-charge, is finally due under this Agreement or otherwise; and
 - (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.
- ii) The Employer shall pay to the Contractor the amount which is finally due, less all amounts previously paid by the Employer and any deductions for the amounts the Employer considers itself to be entitled in accordance with this Agreement, and shall provide the particulars thereof to the Contractor.
- iii) Payment against Final Payment Certificate shall be made not later than 60 (sixty) days from the date of issue of the Final Payment Certificate for Works.

D Production of Records

- i) The Contractor shall, whenever required by the Engineer, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the contract. The

16335/2020/RBG-EAST KIDWAI NAGAR

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Special Conditions of Contract

Engineer-in-charge's decision on the question of relevancy of any document, information or returns shall be final and binding on the parties.

- ii) If any part or item of the work is allowed to be carried out by a subcontractor, assignee or any subsidiary or allied firm, the Engineer-in-charge shall have power to secure the books of such sub-Contractor, assignee or any subsidiary or allied firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or order.

E All legitimate payment of the workers/ manpower engaged either directly or through sub contractor has to be made through online banking periodically along with EPF & ESIC or other statutory obligations. The agency is required to submit all these details along with adhaar number and other government notified identification for all the manpower deployed by him for preceding month along with other details mentioned in GCC/ SCC with each monthly/ periodically RA bills.

F The contractor shall be paid as per Schedule of Payment (Vol-IV).

9. Clause No. 32.0 'Mobilization of Men, Materials and Machinery' of under Section-3.

Sub-Clause No. 32.6

The Sub-Clause No. 32.6 is entirely replaced with the following Sub-Clause as under:-

The Preparation of design/drawings & bill of quantities (of this stated scope of work) etc.; Bar Bending Schedule, Shop & Fabrication drawings for all work shall be supplied by the contractor as per agreed schedule/ as the work progresses.

However, it shall be the duty and responsibility of the contractor to bring to the notice of the NBCC in writing as to any variation, discrepancy or any other changes required in Drawing, design etc. whether of NBCC's Scope or Contractor's Scope of work and to obtain/prepare (as the case may be) revised drawings and designs and / or approval of the NBCC in writing for the same.

Sub-Clause No. 32.10

This Sub-Clause No. 32.10 is deleted.

10. Clause No. 51.0 'Schedule of Quantities / Bill of Quantities' of under Section-3.

"The Clause No. 51 is entirely replaced with the following clause as under:

Bidders are strongly advised to visit the site, its surroundings to assess and satisfy themselves about the working and other constraints at site, quantum of malba/earth in each and every part of the site/structure, rusted reinforcement/structure work, various damaged construction works and its rectification/redoing, quantum of barricading, approach roads to the site, availability of water & power supply, the physical status of project, remaining items of work to be completed, the quality of items executed & the need to repair/reconstruction, if any, and any other relevant information required by them to execute complete scope of work.

The BOQ enclosed with the tender is purely indicative/ tentative and shall in no manner be construed to be information provided by NBCC to the bidder. The enclosed BOQ of any/all items may vary to any extent and the bidder shall have to strictly ensure completion of scope of work in all respects. The bidder shall be solely responsible/ liable to analyse the quantum of balance work to be executed at site on his own, in order to complete the work in all respects and thereafter submit his bid.

Notwithstanding anything to the contrary, mentioned anywhere in the tender documents, the bidder is liable to complete the work within the quoted cost and shall not be entitled to claim any extra cost over and above the quoted cost."

11. Sub-Clause No. 66.1 of Clause 66.0 'Employment of Personnel' under section-3

16335/2020/RBG-EAST KIDWAI NAGAR

Tender for "Construction/Rectification of Balance works/Left Out works of Leisure Valley-Verona Height on As is where is Basis at Plot No. GH – 02, Tech Zone- IV, Gr. Noida, (UP), pertains to Amrapali group of companies on Engineering, Procurement and Construction (EPC) Basis"

Special Conditions of Contract

Deleted.

12. Clause No. 71.0- 'Utilisation of Work Force of NBCC by the Contractor' under section-3

Deleted.

III. Other Conditions:-

13. DISCLAIMER

The Contractor acknowledges that prior to the execution of this Agreement, the Contractor has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposals, Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions, physical qualities of ground, subsoil and geology, traffic volume & restrictions, suitability and availability of access routes to the Site and all information provided by the Employer or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Contractor confirms that it shall have no claim whatsoever against the Employer in regard the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it.

- 1.1.1. The Contractor acknowledges and hereby accepts to have satisfied itself as to the correctness and sufficiency of the Contract Price.
- 1.1.2. The Contractor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth elsewhere in the tender document and hereby acknowledges and agrees that the Employer shall not be liable for the same in any manner whatsoever to the Contractor, or any person claiming through or under any of them.
- 1.1.3. The Parties agree that any mistake or error in or relating to any of the matters set forth elsewhere in tender document shall not vitiate this Agreement, or render it voidable.
- 1.1.4. In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth elsewhere in tender document, that Party shall immediately notify the other Party, specifying the mistake or error.
- 1.1.5. Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Contractor; and the Employer shall not be liable in any manner for such risks or the consequences thereof.

14. Design by Contractor and Copyright:

All these design & drawings will become the property of NBCC. The drawing cannot be issued to any other person, firm or authority or used by the contractor for any other project. No copies of any drawing or document shall be issued to anyone except NBCC and authorized representative of NBCC.

15. Avoidance of Interference

The Contractor shall not interfere unnecessarily or improperly with:

- a) The convenience of the public, or
- b) The access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of NBCC or of others. The Contractor shall indemnify and hold NBCC harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.