



SHRI RAM COLLEGE OF COMMERCE

University of Delhi, Maurice Nagar, Delhi - 110007

Phone: 27667905, 27666519 • Fax: 27666510

Website: www.sccc.edu • email: principaloffice@sccc.du.ac.in

TENDER DOCUMENT

FOR

SUPPLYING & INSTALLING / RE-INSTALLING OF MAPLE HARDWOOD FLOORING OF INDOOR SPORTS COMPLEX

OWNER

SHRI RAM COLLEGE OF COMMERCE,

UNIVERSITY OF DELHI,

DELHI - 110007

Phones: +91-11-27667905/ 27666519

OWNER

SHRI RAM COLLEGE OF COMMERCE,

NEW DELHI

PROJECT

SUPPLYING & INSTALLING /RE-
INSTALLING OF MAPLE HARDWOOD
FLOORING OF INDOOR SPORTS
COMPLEX

S.No.	Details	Page No.
1	Notice Inviting Tender	3-4
2	Instructions of Tenderers	5-8
3	Forwarding Letter	9
4	Article of Agreement (Proforma)	10-11
5	Appendix to General conditions of Contract	12
6	General conditions of Contract	13-45
7	Special conditions of Contract	46-48
8	Technical Specification	49
9	Bill of Quantities	50-51



SHRI RAM COLLEGE OF COMMERCE

University of Delhi, Maurice Nagar, Delhi - 110007

Phone: 27667905, 27666519 • Fax: 27666510

Website: www.srcc.edu • email: principaloffice@srcc.du.ac.in

Date: 30 December 2018

1.0 NOTICE INVITING TENDER:

Sealed quotation on item rate basis are invited from reputed & registered contractors by Shri Ram College of Commerce, Delhi University, Delhi for executing the following work satisfying the stipulated qualifying criteria as laid down:

Sr. No	Name of work	Earnest Money (in Rs.)	Completion Period
1	Supplying & Installing / Re-installing of Maple Hardwood Flooring of Indoor Sports Complex.	75,000/-	60 Days

Qualification Criteria

Specialized and experienced vendors who have completed following similar works successfully in last five years,

Satisfactorily executed at least 1 job of similar nature of value not less than 12.0 Lakhs.

OR

Satisfactorily executed at least 2 jobs of similar nature of value not less than 9.0 Lakhs.

OR

Satisfactorily executed at least 3 jobs of similar nature of value not less than 6.0 Lakhs.

(Should submit attested copies of Completion & Performance Certificates.)

How to apply

Sealed tenders along with self-attested copies of the following required documents in two bid system i.e.

Part 'A':- Technical Pre-qualification Bid

Part 'B':- Commercial Bid

Each part to be submitted in separately sealed covers super scribed with 'Notice Inviting Tenders (Maple Hardwood Flooring) Part 'A' or Part 'B' respectively, on top of the covering envelope are to be submitted to the Principal, Shri Ram College of Commerce, University of Delhi, Maurice Nagar, Delhi - 110 007 latest by 1200 hrs on 21 December 2018.

- Certificate with respect to registration of the firm/ organization under the relevant law.
- Valid Registration Certificate under the GST.
- Documents in support of executing similar works during the last 5 years.
- Earnest Money Deposit (EMD) as detailed in terms and conditions of the tender notice.
- Details with respect to PAN of the bidder.
- Statutory Licenses obtained (if any).
- Undertaking (as per prescribed proforma in Annexure-D)

All the above papers along with Qualification Criteria enumerated but excluding the EMD should be submitted in a sealed envelope marked 'TECHNICAL PRE-QUALIFICATION BID'. The EMD should be in separately sealed envelope which will be considered along with the Technical Pre-qualification bid.

The college reserve the right to reject any or all the applications without assigning any reason whatsoever.

The bidder must be fully conversant with the documents to form part of the contract agreement i.e. Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Clauses of Contract, Safety Codes, Model Rules, CPWD contractor Labour Regulations (Standard documents) are available on web site. Section-3 of Building and other construction worker welfare Cess Act 1996 shall be applicable.

Applicable GST etc. should be inclusive in rates quoted.

100% earnest money shall stand forfeited in case: A) If contractor withdraws the offer within the validity period of bid. B) the contractor who neither executes the Contract Agreement within stipulated period as stated in work order nor takes up the execution of work even after lapse of date of start of work).

Tender shall be valid for 90 days from the date of opening of Bid Part-B. The SRCC reserves the right to reject any or all tenders without assigning any reason.

PRINCIPAL



2.0 INSTRUCTIONS TO TENDERERS:

1. Site Visit

The Tenderer shall visit the site and make himself thoroughly familiar with the site conditions, accessibility, all other possible difficulties and other requirements mentioned elsewhere in his Tender prior to submission. When a Tenderer submits his tender for this work, it will be considered that he has quoted for this work with full and complete knowledge of the site and prevailing conditions, and no claim for additional compensation shall be entertained on this account. The Tenderer shall be deemed to be fully conversant with other extensive development and construction work currently being in progress or may start in future on and around the site and all changes in the nature and condition of the site from that existing at the time of Tender. The cost of visiting the site shall be at the bidder's expense.

The contractor shall be deemed to have inspected and examined the site to know the actual site condition. The contractor shall provide everything for successful completion of the work like labour, material, equipment and other accessories required, as per drawings, specifications and as directed by SRCC / Engineer-in-Charge.

The tenders are to be submitted through manual tendering process. The Bidder shall be deemed to have read and examined the Tender Documents before quoting the rates. The drawing(s), Specifications, Clauses and Conditions, etc are to be considered as explanatory of each other and no advantage shall be taken of any omission in Tender Documents. Before submission of tender, the bidders are advised to go through the eligibility criteria, terms & conditions and specifications given in tender documents carefully. The complete tender document is available in the office of PRINCIPAL Shri Ram Collage of Commerce. Which shall form the part of contract agreement with the successful bidder.

The tenders are to be submitted in two parts i.e. Part A & Part B. The part A of the tender is technical bid and part B as commercial bid. The requirement of documents for uploading is given in the tender document. The price schedule as per format given under BOQ, is required to be filled in as part of a commercial bid.

2. Rates

The "Description of the Item" given in BOQs are mostly based on relevant Indian standard and CPWD specifications. However, some additional items are also given. Extra items of work shall not vitiate the contract. The Tenderer shall be bound to execute extra items of work as directed by the SRCC / Engineer in charge. The rates for extra items will be as per rates decided under Contract Conditions.

3. Validity of tendered rates

The quoted rates shall hold good for days mentioned on NIT from the date of opening of the tenders. In exceptional circumstances, prior to the expiry of the original time limit the SRCC may request the bidder to extend the period of validity for a specified additional period. However the bidder agreeing to the request will not be permitted to modify the rates/price of his/their bid and the extension of validity of rates shall be on the same terms and conditions as contained in the tender documents.

4. Submission and signing of tender

The tender shall be submitted giving NAME OF WORK - as mentioned on the NIT (complete name of works for which the tender is being offered). The tender submitted by the tenderer should be faultless. The rates quoted shall be indicated in figures as well as in words. These should be free from errors and over writing. In case of cutting the same shall be attested / signed by the bidder clearly.

The tenderers are advised to go through the tender documents in full detail and understand all the provisions and stipulations, obtain his own information on all the matters which may in any way affect his tender cost/rate before submitting of tenders as no claim for extra for any alleged ignorance in respect thereof shall be entertained at any stage and the rates quoted shall not be subjected to any revision.

Any discrepancy detected/noticed by the tenderer shall be intimated to the officers issuing tender documents. Any exemption or adjustment by the tenderer without verification shall be at his own risk and cost. The contractor shall be responsible for the successful completion and satisfactory performance of the work.

All tenders, in which any of the prescribed conditions, is not fulfilled or any condition including that of conditional and/or unconditional rebate or any addition/alteration is proposed or modification is made in the time allowed for carrying out the works, is put forth by the tenderer, shall be summarily rejected. The rates of conditional tenders or the tenders having modification in the tender documents shall neither be read out nor shall be entered in the tender opening register.

The tender shall contain no addition or alteration. Any remarks or explanation if made by the tenderer, should be only on a covering letter.

Should the tender be found to contain errors such as adding mistakes and discrepancies between rates and amounts the unit rate/break-up will be considered as correct and total amount will be adjusted accordingly. If there is a discrepancy between amounts in figures and words, the amount in words will be considered as correct.

The terms and conditions of the tender documents shall not be relaxed or changed after the receipt of the tender.

5. Division of work

SRCC reserves the right to divide or reduce the work and the tenderer will be bound to execute the portion of work, allotted to him. The contractor shall carry the work on part site as made available and no claim on this account shall be entertained. The time period for completion will also be amended on pro rata basis keeping in view the nature of work allotted, if the scope of work is reduced or divided.

6. Forfeiture of Earnest Money

- 6.1 If any Bidder withdraws his tender before the expiry of validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in terms and conditions of the tender which are not acceptable to the college then the college shall, without prejudice to any other right or remedy, be at liberty to forfeit 100 % of the Earnest Money absolutely. This provision would naturally apply only to the lowest bidder once the earnest money of all the bidders except the lowest are refunded.
- 6.2 If the contractor fails to furnish the prescribed Performance guarantee within the prescribed period, the earnest money is absolutely forfeited to SRCC.
- 6.3 In case the contractor fails to commence the work specified in the tender documents on 10th day or such period as mentioned in the letter of award, after the date on which the SRCC / Engineer-in-charge issues written orders to commence the work, or from the date of handing over of the site whichever is later, the college shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
- 6.4 If only a part of the work as shown in the tender is awarded and the contractor does not commence the work, the amount of the earnest money to be forfeited to the college should be worked out with reference to the estimated cost of the work so awarded.
- 6.5 In case of forfeiture of earnest money as prescribed above, the tenderer shall not be allowed to participate in the re-tendering process of the work.

7. Contract agreement

After the acceptance of the tender, the tenderer will have to sign the necessary contract agreement within 10 days of the above intimation. In case of delay, the college reserves the right to cancel the award of work and forfeit the Earnest Money without any legal notice.

UNDERTAKING

The Principal

Shri Ram College of Commerce,

Maurice Nagar,

Delhi-110 007

Sir,

I/We, the undersigned, certify that I/we have gone through the terms and conditions mentioned in the tender document and hereby undertake to agree and comply with them in entirety.

I/ We also undertake that the firm has not been debarred/ blacklisted by any organization for participation in the bidding process.

I/ We understand that in case of breach of any of the terms and conditions committed on our part, the contract for requisite works will be liable to be terminated.

Date: _____

Place: _____



Signature of the Bidder _____

Name _____

Designation _____

Address _____

3.0 FORWARDING LETTER:

The Principal

SHRI RAM COLLEGE OF COMMERCE,

University of Delhi, Delhi - 110007.

Subject: _____

Dear Sir,

With reference to the Tenders invited by you for the above work, I/We do hereby offer to perform, provide, execute & complete the above work in conformity with the drawings, terms & conditions and specifications stipulated and accordingly submit the tender in two parts separately as under-

Part A - Technical Pre-qualification Bid.

Part B - Commercial Bid showing amounts in Schedule of Quantities attached.

I/We have satisfied ourselves to the location and conditions of the site and have read the conditions of contract & specifications etc. and we understand that the work is to be completed within the specified period & fully understand that the time will be the essence of this contract.

I/We enclose herewith Earnest Money vide DD/PO No..... dated.....for Rs...../- (Rupees.....only) on theofin the name of(This amount shall not bear any interest and should this tender be accepted). I/We hereby agree that this amount will be forfeited if I/We, fail to start the execution within stipulated time.)

Date: _____

Place: _____



Signature of the Bidder _____

Name _____

Designation _____

Address _____

4.0 ARTICLES OF AGREEMENT (PROFORMA):

ARTICLES OF AGREEMENT made on _____ day of 2018 between _____ (hereinafter called "the OWNER") of the one part and M/s. _____ whose registered office situated at _____ (hereinafter " the CONTRACTOR") of the other part

WHEREAS the OWNER is desirous of construction of _____ AND has caused Drawings and bills of quantities showing and describing the work to be done to be prepared by or under the direction of OWNER / ARCHITECT / ENGINEER IN CHARGE.

AND WHEREAS the CONTRACTOR has supplied the OWNER with a fully priced copy of the said bills of Quantities (which copy is hereinafter referred to as "the contract bills " and where as the said drawing (herein after referred to as "the Contract drawings") and the Contract bills have been signed by or on behalf of the parties hereto.

AND WHEREAS the CONTRACTOR has deposited the sum of Rs. (Rupees only) with the OWNER for the due performance of this agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

For the consideration hereinafter mentioned the CONTRACTOR will upon and subject to the conditions annexed carry out and complete with work shown upon the Contract Drawings and described by or referred to in the Contract Bills and in the said conditions.

The OWNER will pay the CONTRACTOR the sum of Rs. (Rupeesonly) or such other sum as shall become payable hereunder at the time and in the manner specified in the said CONTRACT .

The term "The ARCHITECT in the said conditions shall mean the said Architect appointed by the Owner or in the event of his death or ceasing to be the ARCHITECT for the purpose of this Contract, such other person as the OWNER shall nominate for that purpose.

The said condition and appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and perform the agreements on their parts respectively in such conditions contained.

Not with standing anything contained in this agreement, OWNER shall have power to review the decisions / recommendations made or proposed to be made about any matter connected with the work to be executed under this contract, before / after these are implemented, call for additional information from the ARCHITECT / ENGINEER IN CHARGE /CONTRACTOR or any other source, hold discussions if necessary and arrive at his decision. This decision would be applicable for the work. If the CONTRACTOR feels aggrieved by this decision, he would be free to raise this matter as a dispute for arbitration, under the agreement but would not stop the work on any pretext and proceed with the work in accordance with this decision.

As witness the hands of the said parties.

Signed by the said in the presence of

OWNER

Witness

Name

Address :

Signed by the said in the presence of

Witness

Name

Address:

CONTRACTOR

5.0 APPENDIX TO GENERAL CONDITIONS OF CONTRACT (SCHEDULE OF FISCAL ASPECTS):

NAME OF WORK	Supplying and Installing / Re-installing of Maple Hardwood Flooring of Indoor Sports Complex.
DATE OF COMMENCEMENT	Within one week of issue of the award letter from Owner.
TIME FOR COMPLETION	60 days after award letter from owner.
DEFECT LIABILITY PERIOD	12 Months after completion of entire work. During Defect Liability Period contractor will depute his staff for attending to all types of construction defects included under his scope of contract and rectify the defect free of cost.
AGREED LIQUIDATED DAMAGES	0.1% of the contract sum of work per day of delay subject to maximum of 5% of the contract value.
SECURITY DEPOSIT PERCENTAGE	10% from Gross amount of each bill as per condition of contract. EMD will be adjusted towards Security Deposit.
LIMIT OF SECURITY DEPOSIT	5% of the Gross amount of work.
REFUND OF SECURITY DEPOSIT	100% after virtual completion of work (after making the due adjustment against the Performance Guarantee).
PERFORMANCE GURANTEEE	5% of the total cost will be retained by SRCC until the Defect Liability Period of 12 months.
MOBILISATION ADVANCE	No Mobilization advance will be paid
OTHER CONDITION	Item Rates shall be inclusive of all type of taxes, Duties & GST etc.

6.0 GENERAL CONDITIONS OF CONTRACT:

1. DEFINITIONS

1.1 The contract document consists of the Agreement, the General Conditions of the Contract, Special Terms & Conditions, Specifications and Schedule of Quantities and Rates contained therein including all modifications thereof incorporated in the document before execution and the Contract Drawings prepared by the OWNER / ARCHITECT from time to time.

The OWNER

The ARCHITECT

The CONTRACTOR

The ENGINEER-IN-CHARGE

Are those mentioned as such in the Agreement and shall include their legal representatives, assigns or successors. They are treated throughout the Contract Document as if each were of the singular number and masculine gender.

1.2 "The Site" shall mean the site of the contract work including any building and erections thereon and any other land allotted by the OWNER for Contractor's use.

1.3 The term "Sub-contractor", as employed herein, includes those having a direct contract with the Contractor, and it includes one who furnishes material worked to a special design according to the plans or specifications of this work but does not include one who merely furnishes material not so worked.

Anyone doing work on a piece rate basis shall be deemed to be a Sub-contractor.

1.4 "Written notice" shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1.5 The term "Work" of the Contractor or Sub-contractor includes labour or material or both

1.6 All time limits stated in the Contract Document are the essence of the Contract.

1.7 The law of the place of work shall govern the construction under the contract.

1.8 The date of virtual completion of a work or specified area of a work is the date when construction is sufficiently completed, in accordance with the Contract Documents as

modified by any change or variation orders agreed to by the parties, so that the OWNER can occupy the works for the use it was intended.

2. CONTRACT DOCUMENT

The following documents shall constitute the contract document:

- i) Notice inviting Tender
- ii) Instruction to Tenderers
- iii) Articles of Agreement
- iv) General Conditions of Contract
- v) Special Conditions of Contract
- vi) Specifications
- vii) Schedule of Quantities
- viii) Drawings

All parts of the Contract document are complementary, what is called for in any one shall be binding, as if called for by all

The Contract Document shall remain in the custody of the OWNER so as to be available at all reasonable times for the inspection of the ARCHITECT or of the Contractor. Immediately after the execution of the contract one copy of the Contract Document and two copies of the Contract Drawings shall without charge be supplied by the OWNER / ARCHITECT to the Contractor and one copy of the Contract Document retained with him. Original contract documents and two sets of contract drawings will be sent to the OWNER.

After the execution of the contract two copies of the Specifications, descriptive schedule or other like document necessary for use in carrying the work shall without charge be supplied by the OWNER / ARCHITECT to the Contractor

Provided that nothing contained in the said Specification, Descriptive schedules or other document shall impose any obligation beyond those imposed by the Contract Document namely by the Contract Drawings, the Contract Bills, the Articles of Agreement and these conditions

After the award of the Contract, the Contractor shall without charge be supplied with all such further drawings and details as may be prepared by the OWNER / ARCHITECT and his CONSULTANT, from time to time as the work proceeds as are reasonably necessary either to explain or amplify the Contract Drawings or to enable the Contractor to carry out

and complete the work in accordance with these Conditions. Provided all such drawings shall be a reasonable development of the work described in the Contract Document.

The Contractor shall keep one copy of the Specifications, Descriptive schedule or other like documents referred to in this clause and one copy of the contract Drawings and such other drawings and details supplied to him from time to time and referred to in this clause and written instructions referred to in clause and sub-clauses 9, 16.1, 16.2 and 29 upon the site so as to be available to the OWNER / ARCHITECT or his representative at all reasonable times.

None of the documents herein before mentioned shall be used by the CONTRACTOR for any purpose other than this contract and neither the OWNER nor the ARCHITECT shall divulge or use except for the purpose of this contract any of the prices in the contract bills.

Upon final payment under clause 30.6 of these conditions the Contractor shall if so requested by the OWNER / ARCHITECT forthwith return to the OWNER / ARCHITECT all Drawings, Details, Specifications, Descriptive Schedule and other Documents of like nature which bears his name or that of the CONSULTANT.

3 TYPE OF CONTRACT

The Contract shall be an item rate contract. The contractor shall be paid for the actual quantity of work done, as measured at site, at the rates quoted by him in the "Schedule of Quantities and accepted by OWNER.

4 SCHEDULE OF QUANTITIES

The quantities given in the Schedule of Quantities are provisional and are meant to indicate the intent of the work and to provide a uniform basis for tendering. The OWNER reserves the right to increase or decrease any of the quantities up to any extent or to totally omit any item of work and the Contractor shall not claim any extra or damages on these grounds. Any error in description or in quantity or omission of items from the Schedule of Quantities shall not vitiate this Contract but shall be treated as a variation.

5 CONTRACT DRAWINGS

5.1 In general the drawings shall indicate dimensions, position and type of construction, the Specifications shall indicate the qualities and the methods; and the Schedule of Quantities shall indicate the quantum and the rate for each item of work. Any work indicated on the Drawings and not mentioned in the Specification or vice versa shall be furnished as though fully set forth in both. Work not specifically detailed called for, marked or specified shall be the same as similar parts that are detailed, marked

or specified

5.2 The Contractor's work shall not deviate from the Drawings and Specification. The OWNER / ENGINEER IN CHARGE / ARCHITECT interpretation of these documents shall be final and without appeal.

5.3 Errors or inconsistencies discovered in the Drawings and Specification shall be promptly brought to the attention of the OWNER / ARCHITECT, through the ENGINEER-IN-CHARGE, for interpretation or correction. Local conditions which may affect the work shall likewise be brought to the OWNER / ARCHITECT attention. If at any time it is discovered that the work is being done which is not in accordance with the Contract Drawings and specifications, the Contractor shall correct the work immediately. Corrections of defective work shall not be a basis for any claim for extension of time or for any additional sum (s). The Contractor shall not carry on work except with the knowledge of the ENGINEER-IN-CHARGE.

5.4 Figured dimensions on the Scale Drawings and large size details shall govern. Large size details shall take precedence over small scale drawings. Any work done before receipt of such details, if not in accordance with the same, shall be removed and replaced or adjusted, by the Contractor without expense to the OWNER. The general conditions apply with equal force to all the work including authorized extra works.

5.5 All drawings, Schedule of Quantities and Specifications and copies thereof furnished by the OWNER / ARCHITECT are his property. They shall not be used on any other work and shall be returned to the OWNER / ARCHITECT at his request on completion or termination of the Contract.

6.0 CONTRACT SUM

The "Contract Sum" shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these conditions, and subject to clause 5.2 of these conditions. Any error whether of Arithmetic or in the computation of the Contract Sum shall be deemed to have been accepted by the parties hereto

7.0 CONTRACT BILLS

Monthly payments: Based on measurements recorded in a Measurement Book (MB) by Contractor and Contractor's representative, the Contractor will submit his bill in quadruplicate in approved Performa along with MB monthly for payment. The MB and the submitted Bill would be verified and certified for payment by Engineer in

Charge / Architect. All such payments shall be considered as advance payment against Final bill. The bill shall be deemed to have been prepared in accordance with the principles of the standard method of measurement of Building works.

Any error in description or in , quantity or omission of items from the contract bills shall not Vitate this contract.

8. SCOPE AND INTENT

8.1 Scope: The general character and the scope of the work is illustrated and defined by the Specifications and the Schedule of Quantities herewith attached and by the signed Drawings. If the Contractor finds any discrepancy in or divergence between the "Contract Drawing" and or the "Schedule of Quantities " he shall immediately give to the OWNER / ARCHITECT a written notice specifying the discrepancy or divergence and the OWNER / ARCHITECT shall issue instruction in regard thereto.

8.2 Extent: The Contractor shall carry out and complete the work in every respect in accordance with the contract and with the directions of and to the reasonable satisfaction of the OWNER / ARCHITECT. The OWNER / ARCHITECT may in his absolute discretion and from time to time issue further drawings, details and/or written instructions, written directions and written explanations all of which collectively referred to as OWNER / ARCHITECT instructions. All such Drawings and instructions shall be consistent with the Contract Document, true development thereof and reasonably inferable therefrom.

8.3 Intent: The intention of the documents is to include all labour and materials equipment and transportation necessary for the proper execution of the work. Materials of work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standard.

9.0 OWNER / ARCHITECT'S INSTRUCTIONS

9.1 The Contractor shall forthwith comply with and duly execute any work comprised in such instructions issued to him by the OWNER / ARCHITECT in regard to any matter in respect of which the OWNER / ARCHITECT is expressly empowered by these conditions to issue instructions, provided always that verbal instructions, directions and explanations given to the Contractor or his work representative by the OWNER / ARCHITECT shall, if involving a variation, be confirmed in writing.

If within seven days after receipt of a written notice from the OWNER / ARCHITECT, requiring compliance with an instruction the Contractor does

not comply herewith, then the OWNER may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions and all cost incurred with such employment shall be recoverable from the Contractor by the OWNER as a debt or may be deducted by him from any monies due or to become due to the Contractor under this Contract.

- 9.2 All instructions issued by the OWNER / ARCHITECT shall be in writing. It should be given to the ENGINEER IN CHARGE and then passed on to the contractor Any instruction issued orally shall be of immediate effect but shall be confirmed in writing by the Contractor to the OWNER / ARCHITECT within seven days and if not dissented in writing by the ARCHITECT to the Contractor within seven days from receipt of the Contractor's confirmation it shall be taken as from the expiration of the latter said seven days.
- 9.3 **Provided Always**
- 9.3 A That if the OWNER / ARCHITECT within seven days of giving such an oral instruction himself confirms the same in writing.

10. FACILITIES AND CO-OPERATION

In the case of works indicated on the Drawings but not included in the contract, the Contractor shall provide necessary facilities and co-operation for any Sub-contractor or supplier who may be approved by the OWNER. The Contractor shall do all cutting, filling or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other CONTRACTORS shown upon or reasonably implied by the Drawings and Specifications for the completed structure and he shall make good after them as the OWNER / ARCHITECT may direct. Any cost caused by the defective or ill-timed work shall be borne by party responsible therefore. The Contractor shall not endanger any work by cutting; excavating or otherwise altering the Work and shall not cut or alter the work of any other Contractor save with the consent of the OWNER / ARCHITECT.

11. SETTING OUT

The OWNER / ARCHITECT shall determine any lines, levels which may be required for the execution of the work and shall furnish to the Contractor by way of accurately dimensioned drawings such information as shall enable the Contractor to set out the work at ground level.

The Contractor shall set out and level the work and shall be responsible for the accuracy of the same. He shall provide all the instruments and attendance required by the OWNER / ARCHITECT for checking the work. He shall entirely at his own cost amend to the satisfaction of the OWNER / ARCHITECT any error found at any stage which may arise through inaccurate setting.

12 SITE

- 12.1 **Visit:** Before tendering, the Contractor shall have visited and examined the site and satisfied himself as to the nature of the existing roads or other means of communication and the character of the soil and of the excavations, the correct dimensions of the work and the facilities for obtaining any special articles called for in the Contract Document and shall have obtained generally his own information on all matters affecting the continuation and progress of the works.

No extra charge made in consequence of any misunderstanding or incorrect information on any of these points, or on the grounds of insufficient description, will be allowed. Should the Contractor after visiting the site, find any discrepancies, omissions, ambiguities or conflicts in or among the Contract Documents, or to be in doubt as to their meaning he shall bring the questions to the OWNER / ARCHITECT's attention, not later than three days before the last date for submission of the tender.

- 12.2 **Possession:** The Contractor shall be allowed admittance to the site on the Date of Commencement stated in the appendix and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the Date of Completion stated in the appendix subject nevertheless to the provision for extension of time hereinafter contained.

- 12.3 **Treasures :** Any Treasures, Coins or objects of Antiquity, which

may be found at site shall be handed over to the OWNER.

- 12.4 All dismantled materials shall be the property of the OWNER. All useful stone / materials shall be stacked/ stored properly and handed over to the ENGINEER-IN-CHARGE against proper receipt. No extra cost will be paid to the Contractor for such operation.

13 SAMPLES AND SHOP DRAWINGS

- 13.1 After the award of the Contract, the Contractor shall furnish for the approval of the OWNER / ARCHITECT, with such promptness as to cause no delay in his work or in that of any other Sub-contractor, samples and shop drawings required by the specifications or by the OWNER / ARCHITECT. Samples shall be delivered as directed by the OWNER / ARCHITECT.

- 13.2 A schedule giving dates for the submission of samples shall be included in the schedule described under clause 14. Unless specifically authorised, all samples must be submitted for approval within Ten days of signing the Contract and not less than twenty days before the date the particular work involved, is scheduled to begin.

- 13.3 The OWNER / ARCHITECT shall check and approve such samples, with reasonable promptness only for conformity with the design concept of the works and for compliance with the information in the Contract Documents. The work shall be executed in accordance with the approved samples.

14. PROGRESS CHART

The Contractor shall prepare program , progress and PERT charts and submit the of the OWNER/ ARCHITECT and for his record within 10 days of the award of the Contract. The charts shall indicate the expected date of commencement and completion of each of the items of work and shall be in a form approved by the OWNER / ARCHITECT. The Chart shall also indicate the scheduling of samples, Submission of Shop Drawings and approvals etc.

15 ACCESS FOR OWNER / ARCHITECT TO THE WORKS

The OWNER / ARCHITECT and their representatives shall at all reasonable time have access to Works and to the workshop or other places of the contractor where work is being prepared for the Contract and when work is to be so prepared in workshop so other places of a Sub-contractor (whether or not a nominated Sub-contractor as defined in clause 26 of these conditions) the contractor shall have a term in the Sub- contract so as to secure a similar right of access to those workshop or places for the OWNER/ ARCHITECT and his representatives and shall do all things reasonably necessary to make such right effective.

16 ARCHITECTS' STATUS AND DECISIONS

- 16.1 The ARCHITECT shall be the OWNER's representative. The ARCHITECT shall periodically visit the site for designs, supervision with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with the Contract Document. During such visits and on the basis of the observations while at the site he shall keep the OWNER informed of the progress of the work, shall endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor and he shall reject work which fails to conform to the Contract Document. He shall have authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to ensure the proper execution of the Contract. The Architect will immediately inform the owner of such stoppages.

ARCHITECT shall be in the first instance the interpreter of the Conditions of the Contract and the judge of its performance. He shall side neither with the owner nor with the contractor but shall use his powers under the contract to enforce its faithful performance by both. In case of termination of the appointment of the ARCHITECT, the OWNER shall appoint a capable and reputable ARCHITECT against whom the Contractor shall have no objection and whose status under Contract shall be that of the former ARCHITECT.

- 16.2 **Decision:** The OWNER shall within a reasonable time take decisions on all claims of the Contractor and all other matters relating to the execution and progress of the work or the interpretation of the Contract Document.

ARCHITECT may in his absolute discretion and from time to time issue further Drawings, Details and/ or written instructions, written directions and written explanations in regards to the followings and inform the owner of the same.

- a) Variation or modification of the design

- b) The quality or quantity of works or the additions or omission or substitution of any work
- c) Any discrepancy in or divergence between the Drawings and / or specifications
- d) The removal and / or re-execution of any works executed by the Contractor.
- e) The dismissal from the works of any persons employed thereon.
- f) The opening up for inspection of any work covered up.
- g) The amending, and making good of any defects under Defects Liability Period.
- h) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- i) Assignment and sub-letting.
- j) Delay and extension of time
- k) The postponement of any work to be executed under the provision of this Contract.

16.3 **Dismissal:** The Contractor shall on the instructions of the Engineer in Charge / ARCHITECT immediately dismiss from the works any person employed thereon by him who may in the opinion of the Engineer in Charge / ARCHITECT be incompetent or misconducts himself and such person shall not be again employed on the work without the permission of the Engineer in Charge / ARCHITECT.

17 SECURITY DEPOSIT

The person/persons whose tender(s) may be accepted (hereinafter called the Contractor) shall permit OWNER to deduct such sum at the rate of 10 % of the Gross value of the work done from each Running Bill at the time of making any payment to him for work done under the contract, Such total deduction shall be made by the OWNER by way of Security Deposit subject to a Maximum of 5% of the contract sum, which shall be released (after due deduction against Performance Guarantee) after virtual completion subject to finalization of bills and Performance Guarantee after defect liability period of 12 months subject to all defects being rectified by the Contractor. All compensation of other sums of money payable by the Contractor under the terms of this contract may be deducted from or paid out of his security deposit from or may become due to the Contractor by the OWNER on any account whatsoever and in the event of Security Deposit being reduced by reasons of any

such deductions the contractor make good the same in cash within 10 days. The Security Deposit shall be collected from the running bills of the Contractor at the rate mentioned above and the earnest money deposited at the time of tenders will be treated as part of the Security Deposit and to be adjusted.

18 ENGINEER-IN-CHARGE

The term "ENGINEER-IN-CHARGE" shall mean the person nominated by the OWNER and appointed and paid by the OWNER and acting under the instructions of the OWNER to inspect the works in the absence of the OWNER / ARCHITECT. The Contractor shall afford the ENGINEER-IN-CHARGE every facility and assistance for inspecting the works and materials and for checking and measuring the work and the materials. Neither the ENGINEER-IN-CHARGE nor any representative of the ARCHITECT/OWNER shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any day work, additions, alterations, deviations or omissions, of any extra work whatever except in so far as such authority may be specially conferred by a written order of the OWNER / ARCHITECT.

The ENGINEER-IN-CHARGE or any representative of the OWNER / ARCHITECT, shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the ARCHITECT, is obtained. The work will from time to time be examined by the ARCHITECT, the ENGINEER-IN-CHARGE or the ARCHITECT/OWNER representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed subject to the limitation of this clause, the Contractor shall take instructions from the ARCHITECT/OWNER/ENGINEER INCHARGE.

19 CONTRACTOR'S FIELD ORGANISATION AND EQUIPMENT

- 19.1 **Site Engineer:** The Contractor shall constantly keep on his work during its progress qualified and competent Site Engineer who will be responsible for the carrying out of the works to the true meaning of the Drawings, Specifications and Schedule of the Quantities, OWNER / ARCHITECT / ENGINEER IN CHARGE's instructions and directions to the satisfaction of the OWNER / ARCHITECT / ENGINEER IN CHARGE. Any directions or instructions given to him by the OWNER / ARCHITECT / ENGINEER IN CHARGE shall be deemed to have been issued to the Contractor. Attention is called to the importance of requesting instructions from the OWNER / ARCHITECT / ENGINEER IN CHARGE before undertaking any work where OWNER / ARCHITECT / ENGINEER IN CHARGE's directions or instructions are required. Any such work done in advance of such instructions will

be liable to be removed. In case CONTRACTOR does not appoint such Engineer Rs. 50000.00 p.m. person shall be deducted from his bill for the period he has not employed.

- 19.2 **Equipment:** The Contractor shall provide and install all necessary hoists, ladders, scaffolding, tools, tackles, plants, all transport for labour materials and plant necessary for the proper carrying on execution and completion of the work to the satisfaction of the OWNER / ARCHITECT / ENGINEER IN CHARGE.
- 19.3 **Watchmen:** The Contractor shall make his own security arrangements to guard the Site and premises at all times, at his own expense. The security arrangement shall be adequate to maintain strict control on the movement of material and labour. The Contractor shall extend the security arrangement to guard the material stored and /or fixed on the premises by the Sub-contractors.
- 19.4 **Storage of Materials:** The Contractor shall provide, erect and maintain proper sheds for the storage and protection of the materials etc. against fire, theft, Rains etc. and also for the execution of work which may be required on the site.
- 19.5 **Scaffolding, Staging, Guardrails:** The Contractor shall provide scaffolding, staging, guardrails, temporary stairs which shall be required during construction. The support for the scaffolding, staging, guardrails and temporary stairs shall be strong, adequate for the particular situation. The temporary access to the various parts of the works under construction shall be rigid and strong enough to avoid any chance of mishaps. The arrangement proposed shall be subject to the approval of the OWNER / ARCHITECT / ENGINEER IN CHARGE.

20 TAXES

The Contractor shall include in his rates the various taxes such as octroi, excise duty, sales tax turnover / works contract tax, VAT , GST and any other tax payable and it shall be assumed that his rates cover for all taxes Royalties, Excise duties, Toll Tax, duties & GST and no claim on this account will be entertained.

21 STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES

- 21.1 The Contractor shall comply with and give all notices required by any government authority, and instrument, rule or order made under any Act of Parliament or any regulation or Bye-law of any local authority relating to the work or with whose system the same is or will be connected. The Contractor before making any variation from the Contract Drawings or Contract Bills necessitated by such compliance shall give to the OWNER / ARCHITECT / ENGINEER IN CHARGE a written notice specifying and giving reasons for such variations and the Engineer in Charge / ARCHITECT may issue instructions in regard thereto. If within 10 days of having

given the said written notice the Contractor does not receive any instruction in regard to the matters therein specified, he shall proceed with the work conforming to the Act of parliament instrument, 'rule-order, regulations or Bye-law in question and any variation thereby necessitated shall be deemed to be a variation required by the OWNER / ARCHITECT / ENGINEER IN CHARGE.

- 21.2 The Contractor shall pay and indemnify the OWNER against liability in respect of any fees or charges (including any rates and taxes) legally demandable under any Act of Parliament rule or order or any regulation or Bye-law or any local authority in respect of the Work.

22 ROYALTIES AND PATENT RIGHTS

All royalties or other sums payable in respect of supply and use in carrying out the work as desired by or referred to in the Contract Bills of any patented articles, process or inventions shall be deemed to have been included in the Contract Sum, and the Contractor shall indemnify the OWNER from and against all claims, proceedings, damages, costs and expenses which may be brought or made against the OWNER or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such articles, processes and inventions.

23 LICENSES & PERMITS FOR MATERIALS UNDER GOVERNMENT CONTROL

Licenses and permit for all materials under Government control shall be obtained by the Contractor through the collaboration and help of OWNER, the Contractor shall include in his tender all transport charges and other expenses likely to be incurred to bring materials to the Site.

24 ASSIGNMENT OR SUB-LETTING

The Contractor shall not without the written consent of the OWNER / ARCHITECT / ENGINEER IN CHARGE assign or sub-let any portion of the work.

25 SUB-CONTRACTOR

As soon as practicable and before awarding any sub-contract, the Contractor shall notify the OWNER / ARCHITECT / ENGINEER IN CHARGE in writing the names of the Sub-contractor proposed for the principal parts of the work and for such other parts as the OWNER / ARCHITECT / ENGINEER IN CHARGE may direct, and shall not employ any agency to whom the Architect or the OWNER may have any objection.

The OWNER / ARCHITECT / ENGINEER IN CHARGE however, shall have power to obtain estimate and select other Agencies to carry-out any of the work as described in this Contract Document.

26 ARTISTS AND TRADESMEN

The CONTRACTOR shall permit the execution of work not forming part of this contract by artists, tradesmen, or others engaged by the OWNER. Every such person shall for the purposes of clause 43 of these conditions be deemed to be a person for whom the OWNER is responsible and not be Sub-contractor

27 SEPARATE CONTRACT

The OWNER reserves the right to let other CONTRACTORS work at site in connection with this work. The Contractor shall afford other Contractor reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly co-ordinate his work with theirs. If any part of Contractor's or Sub-Contractor's work depends for proper execution or results upon the work of any other Contractor, or Sub-Contractor, the Contractor shall inspect and promptly report to the OWNER / ARCHITECT / ENGINEER IN CHARGE any Defects in such work that render it unsuitable for such proper execution and results. Failure of the CONTRACTOR to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper except as to defects which may develop in the other Contractor's or Sub-contractor's work after the execution of the work, to ensure the proper execution of his subsequent work the Contractor shall measure work already in place and shall at once report to the OWNER / ARCHITECT / ENGINEER IN CHARGE any discrepancy between the executed work and the drawings

28 VARIATIONS

The ARCHITECT / ENGINEER IN CHARGE shall have power to make any alterations or omissions, additions, substitution for the original specifications, drawings, design and instructions, in consultation with the owner that may appear to him to be necessary during the progress of the work. The Contractor shall carry out the work in accordance with any instruction which may be given to him in writing signed by the OWNER / ARCHITECT / ENGINEER IN CHARGE and such alterations, omissions, additions or substitution shall not invalidate the contract and orders etc. Any altered, additions or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respect on which he agreed to do the main work.

- i) If the rates for the additions, altered or substituted work are specified in the contract for the work the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii) If the rates for additional, altered or substituted work are not specifically provided in the contract for the work the rates shall be derived from the rates for a similar class of work as are specified in the contract for the work. .
- iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work inform the OWNER / ARCHITECT / ENGINEER IN CHARGE the rates which he intends to charge for such class of work supported by analysis of the rate or rates claimed and the Engineer in Charge / ARCHITECT shall determine the rate or rates on the basis of prevailing market rates if required and pay the Contractor accordingly. However, the OWNER / ARCHITECT / ENGINEER IN CHARGE, by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances shall the Contractor suspend the works on the plea of non-settlement of rates of extra or such item during currency of the works till virtual completion certificate issued by the OWNER / ARCHITECT. The rate for extra and substituted items shall be determined on the basis of actual cost of materials & labour etc. (for this contractor shall produce the sufficient proof) plus 15% to cover Contractor's all over-heads and profits, and works contract tax. etc.
- iv) The rates of material/ labour in the extra items as forwarded by the Contractor shall be checked/ verified by the OWNER / ARCHITECT / ENGINEER IN CHARGE.
- v) The rates for all above items will be finally approved by the OWNER. However the Engineer- in- Charge may allow the provisional rates for such items claimed by the Contractor pending approval of final rates by the OWNER.

29 CERTIFICATES AND PAYMENTS

29.1 At the period of Interim Certificate named in the appendix to these conditions the ENGINEER IN CHARGE / ARCHITECT shall issue a certificate stating the amount due to the Contractor from the OWNER, and the Contractor shall be entitled to payment thereof within the period for honouring certificate named in the appendix to these conditions and interim valuation shall be made whenever the ENGINEER IN CHARGE / ARCHITECT considers them to be necessary for the purpose of ascertaining the amount to be stated as due in an interim certificate

29.2 The amount stated as due in an Interim Certificate shall subject to any agreement

between the parties as to stage payments, be the total value of work properly executed and of the materials and goods delivered to or adjacent to the work for use thereon up to and including a date not more than seven days before the date of the said Certificate less any amount which may be retained by the OWNER (as provided in Sub-Clause (3) of this condition) and less any installments previously paid under this condition, provided that such certificate shall only include the value of the said materials and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties.

- 29.3 The OWNER may retain the percentage of the total value of the work, materials and goods referred to in Sub-Clause (2) of this condition which is named in the appendix to these conditions as Security Deposit. Provided always that when the sum of the amounts so retained equals the amount named in the said appendix as limit of Security Deposit, no further amount shall be retained by virtue of this Sub-Clause.
- 29.4 The amounts retained by virtue of Sub-Clause (3) of this Condition shall be subject to the following rules:-
- 29.4 (a) The OWNER's interest in any amounts so retained shall be fiduciary as trustee for the Contractor (but without obligation to invest), and the Contractor's beneficial interest therein shall be subject only to the right of the OWNER to have recourse thereto from time to time for payment of any amount which he is entitled under the provision of this Contract to deduct from any sum due or to become due to the Contractor.
- 29.5 The measurements and valuation of the work shall be completed within the period of final measurements and valuation as stated in the appendix to these Conditions, and the Contractor shall be supplied with a copy of the priced bills of variation not later than the end of the said period and before the issue of the Final Certificate under sub-clause (6) of this Condition. Either before or within a reasonable time after Virtual Completion of the work the Contractor shall send to the OWNER / ENGINEER IN CHARGE / ARCHITECT all documents necessary for the purpose of the computations required by these Conditions including all documents relating to the accounts of nominated sub-contractors and nominated suppliers.
- 29.6 As soon as is practicable but before the expiration of the period the length of which is stated in the appendix to these Conditions or from the end of the "Defects Liabilities Period" also stated in the said appendix or from completion of making good defects under Clause 39 of these conditions or from receipt by the OWNER / ENGINEER IN CHARGE / ARCHITECT of the Document referred to Sub-Clause (5) of this condition, whichever is the latest, the OWNER / ENGINEER IN CHARGE

/ ARCHITECT shall issue the Final Certificate. The Final Certificate shall state :-

- 29.6 The sum of the amount paid to the Contractor under Interim Certificate and the amount named in the said appendix as limit of Security Deposit, and
- (a)
- 29.6 The Contract sum adjusted as necessary in accordance with the terms of these conditions, and the difference (if any) between the two sums shall be expressed in the said certificate as a balance due to the CONTRACTOR from the OWNER or to the OWNER from the CONTRACTOR as the case may be, and subject to any deductions authorized by these conditions, the said balance shall as from fourteenth day from the issue of the said certificate be a debt payable as the case may be by the OWNER to the CONTRACTOR or by the CONTRACTOR to the OWNER.
- (b)
- 29.7 Save as afore said, certificate of the OWNER / ENGINEER IN CHARGE / ARCHITECT shall of itself be conclusive evidence that any works materials or goods to which it relates are in accordance with this Contract Documents.

30 CLAIM FOR EXTRA

- 30.1 When any instruction or decision given at site involve an extra or whereby the Contractor may plan to claim an extra, it shall be the responsibility of the Contractor to inform the OWNER / ENGINEER IN CHIEF / ARCHITECT the extra amount and get written authorization from the OWNER / ENGINEER IN CHARGE / ARCHITECT before proceeding with the work involved.
- 30.2 Any modification carried out for expanding or simplifying work at the request of the Contractor or his representatives shall not be taken as the basis for claiming an extra. However, if such modification shall also involve an extra the rate for such modification shall be settled in advance and written authorisation obtained by the CONTRACTOR from the OWNER / ENGINEER IN CHARGE / ARCHITECT before with the work involved. If no such information is given by the Contractor in writing to the OWNER / ENGINEER IN CHARGE / ARCHITECT such modification shall not be accepted as the basis for extra charge

31 DEDUCTION for UNCORRECTED WORK .

If the OWNER / ENGINEER IN CHARGE / ARCHITECT deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the contract price shall be made therefore.

32 FLUCTUATION

The rates quoted by the CONTRACTOR shall remain firm for entire period of construction including authorized extension of time. No. escalation shall be payable for this period including authorized extension of time.

33 UNFIXED GOODS AND MATERIALS

Unfixed materials and goods intended for, delivered and placed on or adjacent to the work shall not be removed except for use upon the work unless the OWNER / ENGINEER IN CHARGE / ARCHITECT has consented in writing to such removal which consent shall not be unreasonably withheld. Where the value of any such materials or goods has in accordance with clause 30 of these conditions been included in any Interim Certificate under the Contract for which the Contractor has received payment, such materials and goods shall become the property of the OWNER, but the CONTRACTOR shall remain responsible for loss or damage to the same

34 MATERIALS AND WORKMANSHIP

All materials and workmanship shall be as per the relevant I.S .Code and of approved quality and make and the Contractor shall immediately remove from the works any material and/or workmanship which in the opinion of the OWNER / ENGINEER IN CHARGE / ARCHITECT are defective or unsuitable and shall substitute proper material and or workmanship at his own cost. The term approval used in connection with this contract shall mean the approval of the OWNER / ENGINEER IN CHARGE / ARCHITECT.

- 34.1 The Contractor shall if required submit satisfactory evidence as to the kind and quality of material.
- 34.2 All material shall be delivered so as to ensure a speedy and uninterrupted progress of the work. Such material shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure, and the CONTRACTOR shall be entirely responsible for damage or loss by weather or other cause.
- 34.3 Within 15 days after signing the Contract, the CONTRACTOR shall submit for approval of the OWNER / ENGINEER IN CHARGE / ARCHITECT a complete list of all materials which he and his Sub- contractors propose to use in the work of the particular brand of any article where more than one is specified as a standard. He shall also list out items not specifically mentioned in the specifications but which are reasonably inferred necessary for the completion of the work.

34.4 **Inspection**: All materials and workmanship shall be subject to inspection, examination and test by the OWNER / ENGINEER IN CHARGE / ARCHITECT at any and all times during manufacture and / or construction. The OWNER / ENGINEER IN CHARGE / ARCHITECT shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with proper material without additional charge therefore and CONTRACTOR shall promptly segregate and remove the rejected material from the Works. If the CONTRACTOR fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the OWNER / ENGINEER IN CHARGE / ARCHITECT may by contract or otherwise replace such materials and/or correct such workmanship and charge the cost thereof to the Contractor, or may terminate the right of the CONTRACTOR to proceed further with the work.

The Contractor shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and the test that may be required by the OWNER / ENGINEER IN CHARGE / ARCHITECT.

34.5 **Secured Advance on Materials**: The ENGINEER IN CHARGE / ARCHITECT in consultation of OWNER may allow in the running bills payment against non-perishable materials brought to the site of work for incorporation in the works to a maximum of 75 % of the value of materials. The Contractor on signing an indenture on proper stamp paper in the form to be specified by the ENGINEER IN CHARGE / ARCHITECT may be entitled to be paid during progress of the execution of the work a secured advance up to 75% of the estimated value of any materials which are in the opinion of the ENGINEER IN CHARGE / ARCHITECT non-perishable and are in accordance with the contract and which have been brought on the site for bonafide incorporation in the work and are protected against damage by weather or other causes, but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be deducted from the next payment made under any of the clauses of the contract.

35. DEFECTS

35.1 The Contractor shall make good at his own cost and to the satisfaction of the OWNER / ENGINEER IN CHARGE / ARCHITECT, all defects, shrinkages or small faults, arising in the opinion of the ARCHITECT from work or materials not being in accordance with the drawings or Specifications or Schedule of Quantities or the instructions of the OWNER / ENGINEER IN CHARGE / ARCHITECT

which may appear within "Defect Liability Period" referred to in the appendix. The OWNER / ENGINEER IN CHARGE / ARCHITECT shall visit the site during defect Liability Period to check the defects when required by the OWNER.

- 35.2 Such defects, shrinkage's shall upon directions in writing of the OWNER / ENGINEER IN CHARGE / ARCHITECT and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost and in case of default the OWNER may employ and pay other Contractor to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expense consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss or expense shall be recoverable from him by the OWNER or may become due to the Contractor or the OWNER may, in lieu of such amending and making good by the contractor, deduct from any money's due to the contractor a sum to be determined by the OWNER / ENGINEER IN CHARGE / ARCHITECT as equivalent to the cost of amending such work and in the event of the Security Deposit being insufficient recover the balance from the Contractor, together with any expenses the OWNER may have incurred in connection therewith.

36 POSSESSION, COMPLETION AND POSTPONEMENT

- 36.1 On the date for commencement stated in the appendix to these conditions possession of the site shall be given to the Contractor who shall there upon begin the works and regularly and diligently proceed with the same, and who will complete the same on or before the date for Completion stated in the said, appendix subject nevertheless to the provisions for extension of time contained in clause 39 of these conditions.
- 36.2 The OWNER / ENGINEER IN CHARGE / ARCHITECT may issue instructions in regard to the postponement of any work to be executed under provisions of this Contract.

37 POSSESSION BEFORE VIRTUAL COMPLETION

If at any time or times before Virtual Completion of the work the OWNER with the consent of the Contractor shall take possession of any part or parts of same for handing over to the Finishing Contractor or other agency, then notwithstanding anything expressed or implied elsewhere in this Contract:

- 37.1 Such part or parts shall not be deemed to be Virtually' Complete
- 37.2 Virtual Completion of such part or parts would occur on the completion of the last part of the structure under this Contract

The Contractor shall not claim that such part or parts are complete and request for refund of Security Deposit in lieu thereof.

38 EXTENSION

Upon it becoming reasonably apparent that the progress of the work is delayed, the Contractor shall forthwith give written notice of the cause of the delay to the OWNER / ENGINEER IN CHARGE / ARCHITECT, and if in the opinion of the OWNER, the completion of the work is likely to be or has been delayed beyond the date for completion stated in the appendix to these conditions or beyond any extended time previously fixed under this clause.

- 38.1 By Force majeure. Or
- 38.2 By reason of any exceptionally inclement weather, or
- 38.3 By reason of civil commotion, local combination of workmen strike or lockout affecting any of the trades employed upon the works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the work, or
- 38.4 By reason of ENGINEER IN CHARGE / ARCHITECT's instructions issued under clauses 9,29.1,37.2 of these conditions or
- 38.5 By reason of the Contractor not having received in due time necessary instructions, drawings details or levels from the ENGINEER IN CHARGE / ARCHITECT for which he had specifically applied in writing on a date which having regard to the date for completion stated in the appendix to these conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same.
- 38.6 By delay on the part of artists, tradesman or others-engaged by the OWNER executing work not forming part of this Contract, or
- 38.7 By reason of the opening up for inspection of any work covered up or of the testing of any of the work, materials or goods in accordance with clause 35. 5 of these conditions (including making good in consequence of such opening up or testing) unless the inspection of test showed that the work, materials or goods were not in accordance with this Contract or
- 38.8 By reason of the Contractor's inability for reason beyond his control and which he could not reasonably have foreseen at the date of this Contract to secure such labour,

goods or materials as are essential to the proper carrying of the works.

Then the OWNER / ENGINEER IN CHARGE / ARCHITECT shall as soon as he is able to estimate the length of the delay beyond the date or time aforesaid make in writing a fair reasonable extension of time for completion of the works. Provided always that the Contractor shall use constantly his best endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the OWNER / ENGINEER IN CHARGE / ARCHITECT to proceed with the work.

39. DAMAGE FOR NON-COMPLETION

If the Contractor fails to complete the works by the date specified in these conditions or within any extended time fixed under clause 39 of these conditions and the ENGINEER IN CHARGE / ARCHITECT certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay or allow to the OWNER a sum calculated at the rate stated in the appendix as agreed Liquidated Damages for the period during which the said work shall so remain or have remained incomplete, the OWNER may deduct such damages from any monies otherwise payable to the Contractor under this Contract.

After a period of two weeks, the Contract will come to an end and the owner shall be at liberty to withdraw the work and get it executed from any other agency at Contractor risk and cost and the site shall be vacated by Contractor immediately.

40. VIRTUAL COMPLETION AND DEFECTS LIABILITY PERIOD

40.1 When in the opinion of the OWNER / ENGINEER IN CHARGE / ARCHITECT the works are practically completed, he shall forthwith issue a certificate to that effect and Virtual Completion of the works shall be deemed for all the purpose of this Contract to have taken place on the day named in such certificate.

40.2 Any defects, shrinkage or other faults which shall appear within the "Defects Liability Period" stated in the appendix to these conditions and which are due to materials and workmanship not in accordance with this Contract shall be specified by the OWNER / ENGINEER IN CHARGE / ARCHITECT in a Schedule of Defects which he shall deliver to the Contractor not later than 14 days after the expiration of the said Defects Liability Period and within a reasonable time after receipt of such schedule the Defects, Shrinkage's and other faults therein specified shall be made good by the Contractor and (unless the OWNER shall otherwise instruct in which case the contract sum shall be adjusted accordingly) entirely at his own cost.

40.3 Notwithstanding sub-clause (2) of this condition the OWNER / ENGINEER IN CHARGE / ARCHITECT may whenever he considers it necessary to do so, issue instructions requiring any defects, shrinkages or other fault which shall appear within the Defects Liability Period named in the appendix to these conditions and which are due to materials and workmanship not in accordance with this contract to be made good and the Contractor shall within a reasonable time after receipt of such instructions comply with the same entirely at his own cost, provided that no such instruction shall be issued after 14 days from the expiration of the said defects liability period.

40.4 When in the opinion of the OWNER / ENGINEER IN CHARGE / ARCHITECT any defects, shrinkages or other defaults which he may have required to be made good under sub-clause (2) and (3) of this condition shall have been made good he shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purposes of this contract to have taken place on the day named in such certificates.

41. PAYMENT WITH HELD

The OWNER / ENGINEER IN CHARGE / ARCHITECT may withhold or on account of a subsequently discovered evidence nullify the whole or part of any certificate to such extent as may be necessary in his reasonable opinion to protect the OWNER from loss on account of:

- 41.1 Defective work not remedied.
- 41.2 Failure of the Contractor to make payments properly to Sub-Contractor or for materials or labour.
- 41.3 Damage to another Contractor or Sub-contractor
- 41.4 Claims filed on reasonable evidence indicating probable filing of claims.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

42. INJURY TO PERSONS AND PROPERTY OWNER

42.1 The Contractor shall be liable for and shall indemnify the OWNER against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the works, unless due to any act or neglect of the OWNER or of any person for whom the OWNER is responsible.

42.2 Except for such loss or damage as at the risk of the OWNER under clause 45 of these conditions (if applicable) -the Contractor shall be liable for and shall indemnify the

OWNER against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the works, and provided always that the same is due to any negligence omission or default of the Contractor, his servants or agents or of any Sub-Contractor, his servants or agents.

43. INSURANCE AGAINST INJURY TO PERSONS AND PROPERTY

43.1 Without prejudice to his liability to indemnify the OWNER under clause 43 of these conditions the Contractor shall maintain and shall cause any Sub-Contractor to maintain.

43.1 a. Such insurance as are necessary to cover the liability of the Contractor or as the case may be of Sub-Contractor in respect of personal injuries or deaths arising out of or in the course of or caused by the carrying out of the work and

43.1 b Such insurance as may be specifically required by the Contractor in respect of injury or damage to property real or personal arising out of or in the course of or by reason of the carrying out of the work, and caused by any negligence, omission or default of the Contractor, his servants or agents or, as the case may be of such sub-contractor, his servants or agents. The Contractor shall produce or cause any Sub-Contractor to produce for inspection the relevant policy or policies of insurance together with the receipts in respect of premiums paid under such policy or policies as and when required to do so by the ENGINEER IN CHARGE / ARCHITECT provided always that as and when may be reasonably required by the OWNER the production by either the Contractor or any sub-Contractor of a current certificate of insurance from the company or Firm which shall have issued the policy or policies aforesaid shall be a good discharge of the Contractor's obligation to produce or to cause the production of the policy/policies and the receipts in respect of premium paid.

43.2 a The Contractor shall maintain in the joint names of the OWNER and Contractor such insurance as may be required in respect of any expense, liability, loss, claim or proceedings which the OWNER may incur or sustain by reason of injury or damage to property real or personal arising out of or in the course of or by reason of the carrying out the work, and caused otherwise than by the negligence, omission or default of the Contractor, his servants or agents or any sub- Contractor, his servants or agents .

43.2 b. Any such insurance as is referred to in the immediately preceding paragraph shall be placed with insurers to be approved by the OWNER / ENGINEER IN CHARGE / ARCHITECT and the CONTRACTOR shall have to deposit with him the policy or policies and the receipt in respect of premiums paid.

43.3 Should the Contractor or any sub-Contractor make default in insuring or in continuing to insure as provided in sub-clause (1) and (2) of this condition the OWNER may himself insure against any risk with respect to which the default shall have occurred and may deduct a sum equivalent to the amount paid in respect of premiums from any monies due to or become due to the Contractor.

44. INSURANCE OF THE WORKS AGAINST FIRE, ETC.

44.1 a. The Contractor shall in the joint names of the OWNER and Contractor insure against loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped therefrom, aerial objects, riot and civil commotion for the full value thereof, all work executed and all unfixed materials and goods intended for, delivered to and placed on or adjacent to the work, but excluding temporary building plant, tools and equipment owned or hired by the Contractor or any Sub-Contractor and shall keep such work materials and goods so insured until Virtual Completion of the work. Such insurance shall be approved by the OWNER / ENGINEER IN CHARGE / ARCHITECT and the Contractor shall deposit with the OWNER / ENGINEER IN CHARGE / ARCHITECT the policy or policies and the receipts in respect of premiums paid and should the Contractor make default in insuring or continuing to insure as aforesaid the OWNER may himself insure against any risk with respect to which the default shall have occurred and deduct a sum equivalent to the amount paid by him in respect of premium from any monies due to or to become due to the Contractor Provided always that if the Contractor shall independently of his obligations under this contract maintain a policy of insurance which covers (inter alia) the said work, materials and goods against the aforesaid contingencies to the full value thereof, then the maintenance by the Contractor of such policy shall if the Owner's interest is endorsed thereon, be a discharge of the CONTRACTOR'S obligation to insure in the joint names of the OWNER and Contractor and the production by the Contractor as and when may reasonably be required by the OWNER / ENGINEER IN CHARGE / ARCHITECT of a current certificate of insurance from the company or firm which shall have issued the said policy shall be a discharge of the Contractor's obligation to deposit with the OWNER / ENGINEER IN CHARGE / ARCHITECT a policy or policies and the receipts in respect of premiums paid.

44.1 b. Upon settlement of any claim under the insurance aforesaid, the Contractor with due diligence shall restore work damage, replace or repair unfixed materials or goods which have been destroyed or injured, remove or dispose of any debris and proceed with the carrying out and completion of the work. All monies received from such insurance shall be paid to the Contractor by installment under certificates of the OWNER / ENGINEER IN CHARGE / ARCHITECT issued at the period of interim certificates named in the appendix to these conditions. The Contractor shall not be entitled to payment in respect of the restoration of work damaged, the replacement and

repair of any unfixed materials or goods and the removal and disposal of debris other than the monies received under the said insurance.

44.2 All work executed and all unfixed materials and goods intended for, delivered to and placed on or adjacent to the work (except temporary buildings, plant, tools and equipment owned or hired by the Contractor; or any Sub-Contractor) shall be at the sole risk of the Contractor as regards loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped therefrom, aerial objects, riot and civil commotion. If any loss or damage affecting the work or any part thereof or such unfixed materials or goods is occasioned by anyone or more of the said contingencies, then:

44.2 (a) The occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under or by virtue of this contract.

44.2 (b) The Contractor with due diligence shall restore work damaged, replace or repair any unfixed materials or goods which have been destroyed or injured, remove and dispose off any debris and proceed with carrying out and completion of the work. The restoration of work damaged, the replacement and repair of unfixed material and goods and the removal and disposal of debris shall be done by the Contractor at his cost.

44.3 If the Contractor fails to take insurance of the work against fire etc. the OWNER can take such insurance at the cost of the Contractor or recover from the Contractor the premium that he would have paid for such insurance.

44.4 All insurance policies shall be valid upto the Date of expiry of Defect Liability Period.

45. DETERMINATION BY OWNER

45.1 Default: If the Contractor makes default in anyone or more of the following respects, that is to say:

45.1 (a) If he without reasonable cause suspends the carrying out of the works before completion thereof, or

45.1 b If he fails to proceed regularly and diligently with the works or

45.1 c If he refuses or persistently neglects to comply with a written notice from the OWNER / ENGINEER IN CHARGE / ARCHITECT requiring him to remove defective work or improper materials or goods and by such refusal or neglect the work is materially affected, then the OWNER / ENGINEER IN CHARGE / ARCHITECT may give him the notice by registered post or recorded delivery specifying the default, and if the

Contractor either continues such a default for 14 days after receipt of such a notice and shall at any time thereafter repeat such a default (whether previously repeated or not) then the OWNER without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of notice by registered post or recorded delivery forthwith determine the employment of the Contractor under this Contract.

- 45.2 Bankruptcy of Contractor: In the event of the Contractor becoming bankrupt or making a composition or arrangement with his creditors or being a company having a winding up order made or (except for purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking duly appointed or possession taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, the employment of the Contractor under this Contract shall be forthwith automatically determined but the said employment may be reinstated and continued if the OWNER and the Contractor, his trustee in bankruptcy liquidator, receiver or manager as the case may be shall so agree.
- 45.3. The OWNER shall be entitled to determine the employment of the Contractor under this Contract if the Contractor has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this contract with the OWNER, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with OWNER, or if the like acts have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other Contract with the OWNER, the Contractor or any person employed by him or acting on his behalf has committed any offence under the prevention of corruption act, or has given any fee or reward, the receipt of which is an offence under the Local Government Act.
- 45.4. In the event of the employment of the Contractor being determined as aforesaid and so long as it has not been reinstated and continued, the following shall be the respective rights and duties of the OWNER and Contractor.
- 45.4 a. The OWNER may employ and pay other persons to carry out and complete the works and he or they may enter upon the works and use all temporary buildings, plant, machinery, appliances, goods and materials intended for, delivered to and placed on or adjacent to the works and may purchase all materials and goods necessary for the carrying out and completion of the works.
- 45.4 b. The Contractor shall if so required by the OWNER within 14 days of the date of determination assign to the OWNER without payment the benefit of any Agreement

for the supply of materials or goods and or for the execution of any works for the purposes of this Contract but on the terms that a supplier or Sub-Contractor shall not be entitled to make any reasonable objection any further assignment thereof by the OWNER.

45.4 c The Contractor shall as and when required in writing by the OWNER / ENGINEER IN CHARGE / ARCHITECT to do so (but not before) remove from the works any temporary buildings, plant, tool, equipments, goods and materials belonging to or hired by him. If within a reasonable time after any such requirements has been made, the Contractor has not complied therewith, then the OWNER may (but without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

45.4 d The Contractor shall allow or pay to the OWNER in the manner hereinafter appearing the amount of any direct loss and/or damage caused to the OWNER by the determination. Until after completion of the works under paragraph (a) of this Sub-Clause the OWNER shall not be bound by any provisions of this Contract to make any further payment to the Contractor, but upon such completion and the verification within a reasonable time of the accounts therefore the OWNER / ENGINEER IN CHARGE / ARCHITECT shall certify the amount of expense properly incurred by the OWNER and the amount of any direct loss and/or damage caused to the OWNER by the determination and if such amount when added to the monies paid to the Contractor before the date of determination exceed the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the OWNER by the Contractor, and if the said amounts, when added to the said monies be less than the said total amounts, the difference shall be a debt payable by the OWNER to the Contractor.

46. CO-ORDINATION OF WORK

At the commencement of work, and from time to time, the Contractor shall conform with the Sub-contractors, persons engaged on separate contracts in connection with the work, and with the OWNER / ENGINEER IN CHARGE / ARCHITECT for the purpose of the co-ordination and execution of the various phases of the work. The Contractor shall ascertain the Sub-contractors, persons engaged on separate contracts in connection with the works, the extent of all chasing, cuttings and forming of all openings, holes, grooves, etc. as may be required to accommodate the various services, the Contractor shall ascertain the routes of all services, and the positions of all Light Points, Junctions Boxes etc. in connection with the installation of plant and services and arrange for the Construction of work accordingly. The breaking and cutting of completed work must be avoided.

47. LABOUR

The Contractor shall employ no child labour under 14 years of age on the work. If female labours engaged, the Contractor shall make necessary provision for safeguarding small children and keeping them clear of the site of operations. No labourer shall reside within the compound except authorised guards.

- (a) The contractor shall, at all time during the continuance of the contract, comply full with existing Acts, regulations and byelaws including all statutory amendment and re-enactment of State or Central Government and other local authorities and any other enactments, notification and acts that may be passed in future either by the State or the Central Government or local authority including Indian Workmen's compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976. Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Schemes made under the same Act. Health and Sanitary Arrangement for workmen, Insurance and other benefits and shall keep Employer indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Owner is caused to pay or reimburse, such amounts as may be necessary to cause or observe ,or for non-observance of the provisions stipulated here forth on the part of the Contractor , the Owner shall have the right to deduct from any moneys due to the Contractor, his amount of Security or recover from the Contractor personally any sum required for estimated to be required for making good the loss or damage suffered by the Owner provided , however , the Owner shall have no other responsibility in connection with the employees of the contractor, who shall, in no case, be treated as the employees of the owner at any point of time.
- (b) The Contractor shall pay the labourers engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piecework, the respective rates of wages fixed by Local Government as fair wages for the area payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the owner, whichever may be higher.
- (c) The Contractor shall, notwithstanding the provisions of a contract to the contractory, cause to be paid a fair wage to labourers indirectly engaged on the works, including any labour engaged on the works, including & labour engaged by sub-contractors in connection with the said works as if the labourer had been directly employed by him.

48. PROTECTION OF TREES AND SHRUBS

Trees and Shrubs designated by the OWNER / ENGINEER IN CHARGE / ARCHITECT shall be protected from damage during the course of the work and the earth level shall not be changed within three feet of such tree. Where necessary such trees and shrubs shall be protected by means of temporary fencing.

49. GUARANTEE

49.1 Besides guarantees required elsewhere, the Contractor shall guarantee the work in general for one year as noted under clause of the Conditions.

49.2 All required guarantees shall be submitted to the OWNER /ENGINEER-IN-CHARGE by the Contractor when requesting certification of accounts for payment by the OWNER.

50. ANTIQUES

50.1 All fossils, antiques, and other objects of interest or value which may be found on the site or in excavating the same during the progress of the work shall become the property of the OWNER.

The Contractor shall carefully take out and preserve all such objects and shall immediately or as soon as conveniently may be after the discovery of such articles deliver the same into the possession of the OWNER / ENGINEER IN CHARGE / ARCHITECT uncleaned and as excavated.

50.2 If in the opinion of the OWNER / ENGINEER IN CHARGE / ARCHITECT compliance with the provisions of the preceding Sub-Clause has involved the Contractor in direct loss and/or expense for which he would not be reimbursed by a payment made under any other provision in this Contract, then the OWNER / ENGINEER IN CHARGE / ARCHITECT shall ascertain the amount of such loss and/or expense, any amount from time to time so ascertained shall be added to the Contract sum, and if an Interim Certificate is issued after the date of ascertainment any such amounts shall be added to the amount which would otherwise be stated as due in such certificates.

51. EXCEPTIONAL MATTERS

The decision, opinion, direction, certificate (except for payment) with respect to all or any of the matters under clauses 5,9,19,25,26,35,43 & 46 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Engineer in Charge / Architect or, any refusal of the Engineer in Charge / Architect to give any of the same shall be subject to any right of Arbitration and review in the same way in all respect (including the provision as to opening the reference) as if it were a decision of the Engineer in Charge / Architect under the following clause.

52. ARBITRATION

All dispute and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or

after their completion and whether before or after the determination, abandonment or breach of the Contract) shall be referred to and settled by the Engineer in Charge / Architect who shall state his decision in writing. Such decision may be in the form of a Final Certificate or otherwise. The decision of the Engineer in Charge / Architect with respect of any of the excepted matters shall be final and without appeal. But if either the Owner or the Contractor be dissatisfied with the decision of the Architect on any matter, question or dispute of any kind(except any of the excepted matters) or as to the withholding by title Architect of any certificate to which the Contractor may claim to be entitled then and in any such case either party (the Owner or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the architect requiring that such matters in dispute be Arbitrated upon. Such written note shall specify the matters which are in dispute together with the amount or amount claimed in respect of such dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of a single Arbitrator being a Qualified Engineer/ Architect to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single Arbitrators to the Arbitration then the Arbitrations of two Arbitrators both being a Qualified Engineer/ Architect one to be appointed by each party, which Arbitrators shall before taking upon themselves the burden of reference appoint an Umpire.

The Arbitrator, the Arbitrators or the Umpire as the case may be shall have power to open up review and revise any certificate, opinion, decision, requisition or notice save in regard to the excepted matters referred to in clause 52 determine all matters in dispute which shall be submitted to him or them and of which notice shall have been given as aforesaid.

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality or workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion of, abandonment thereof shall be referred to the sole arbitration of the person appointed by the OWNER.

The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason then The Owner at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it.

Subject as aforesaid the provisions of the latest Arbitration and conciliation Act or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that if the Contractor(s) do/does not make any demand for arbitration in respect of any claim (s) in writing within 90 days of receiving the intimation from the OWNER that the final bill is ready for payment the claim of the Contractor (s) will be deemed to have been waived and absolutely barred and The Owner shall be discharged and released of all liabilities under the contract in respect of these claims. The Arbitrator shall give a reasoned award if the amount of award is more than Rs. 50,000/-

53. PROTECTION AND CLEANING

53.1 The Contractor shall protect and preserve the work from all damages or accidents by providing necessary protections/temporary works etc. or other constructions as required by the OWNER / ENGINEER IN CHARGE / ARCHITECT This protection shall be provided for all property adjacent to the site as well as on the site.

53.2 The Contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion the Contractor shall ensure that the premises and/or site are cleaned of surplus materials debris, shed etc. areas under floors cleared of rubbish, gutters and drains cleaned, doors and windows and sashes eased, locks and fastenings oiled, keys clearly labeled and handed over to the OWNER / ENGINEER-IN-CHARGE so that the whole work is left fit for immediate occupation or use and to the satisfaction of the OWNER / ENGINEER IN CHARGE / ARCHITECT

54. TOLERANCE

The Contractor shall exercise every care to ensure that all structural members are sufficiently plumb and true to dimensions called for on the drawings to receive finishing elements such as concrete copings, railings, gates, claddings, washed grit finishes etc. Any variations may require rectification in the structural members or may involve remaking or replacing the finishing elements, fabricated to fit into the openings or spaces, as called for on the Drawings.

In case of separate Contract, the Contractor whose work does not conform to dimensions called for, shall be liable for all the expenses which may have to be

incurred for rectification or replacement as may be required by the OWNER / ENGINEER IN CHARGE / ARCHITECT for the proper installation of the finishing elements. The ENGINEER IN CHARGE / ARCHITECT decision in this respect shall be final and binding on the parties concerned.

7.0 SPECIAL CONDITIONS OF CONTRACT:

1. The entire work shall be carried out as per CPWD Specifications 2009 (with upto date correction slips)

However, in case of any discrepancy in the description of any items as given in the Schedule of Quantities appended with the tender and the specification relating to the relevant item as per CPWD specifications 2009, the former shall prevail. If the specifications for any items are not available in the CPWD specifications referred above, relevant I.S.I. specifications shall be followed. In case I.S.I. specifications are also not available the decision of the OWNER / ENGINEER IN CHARGE / ARCHITECT shall be final.

Wherever any reference to any Indian standard Specifications occurs in the document referring to this contract, the same shall be inclusive of all the amendments issued thereto or revisions there of, if any, upto the date of receipt of tenders.

2. Samples of all materials required for execution of the work shall be got approved from the OWNER / ENGINEER IN CHARGE / ARCHITECT. Articles manufactured by firms of repute and approved by the OWNER / ENGINEER IN CHARGE / ARCHITECT shall only be used. Articles classified as first quality by the manufacturer shall be used unless otherwise specified.

Preference shall be given to those articles which bear ISI certification mark. In case articles bearing ISI certification mark are not available the quality of samples brought by the Contractor shall be judged by the standards laid down in the relevant ISI specifications. All materials and articles brought by the Contractor to the site for use shall conform to the sample approved which shall be preserved till the completion of the work.

3. The work shall be carried out in the manner complying in all respects with requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed as directed by the OWNER / ENGINEER IN CHARGE / ARCHITECT and nothing extra shall be paid on this account.
4. The work will be carried out in accordance with the ENGINEER IN CHARGE / ARCHITECT drawings and specifications. OWNER / ENGINEER IN CHARGE / ARCHITECT's requirement shall have to be fully satisfied. For finishing items samples shall be prepared for prior approval of the OWNER / ENGINEER IN CHARGE / ARCHITECT before starting the particular items of work.

- 5 The Contractor shall carry out performance tests for the entire installations as per standard specifications before the work is finally accepted and nothing whatsoever shall be payable to the Contractor without such tests.
6. The Contractor shall carry out all tests required and pay all charges in connection therewith including fee for testing as may be specified to be conducted by an approved testing authority by the OWNER / ENGINEER IN CHARGE / ARCHITECT. Unless otherwise specified. In all such cases cost of samples and to and for carriage shall be borne by the Contractor. Nothing extra shall be payable to the Contractor on account of above testing charges. .
- 7 The ENGINEER-IN-CHARGE/Contractor should maintain the Register for materials and other Registers required by the OWNER / ARCHITECT and these should be signed by the Contractor or his authorised agent and the ENGINEER-IN-CHARGE of the work
8. The rates of all items of work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water available from any source such as rains, floods, sub-soil water table being high or due to any other cause whatsoever.
9. The CONTRACTOR shall be responsible to arrange at his own cost all necessary tools and plants required for the execution of work.
10. The CONTRACTOR shall provide suitable weighing, measuring and leveling arrangement at site for checking the weight, dimensions, and levels as may be necessary for execution of work.
11. The CONTRACTOR shall have such openings etc. as may be required for the electric and sanitary works and nothing extra shall be paid on this account.
- 12 The rates for items of work included in the Schedule of Quantities shall be applicable for all floors except for items where specified otherwise.
- 13 Contractor will submit the running bills on the basis of clear measurements recorded in a "Measurement Book" (herein referred to as MB and enclosed with the running bill), in quadruplicate with one copy to the OWNER, two copies to Engineer -in- Charge and one copy to ARCHITECT. ENGINEER IN CHARGE / ARCHITECT would assess the quality of workmanship for which measurement have been recorded, adherence to specifications / instructions, verify the measurement as recorded in the MB and certify the amount payable. OWNER may also cross verify the measurement preferably jointly with ENGINEER IN CHARGE / ARCHITECT if feasible or otherwise independently.

Under special circumstances EIC / ARCHITECT may recommend payment on account of upto 75% of the submitted bill payable before measurement verification, subject to

approval of the OWNER.

- 14 Contractor shall follow all the relevant laws including labour / provident fund / ESI / local authorities as applicable in the state or notified from time to time and will be responsible for any liability accrued on this account and keep the Owner indemnified of any liability, whatsoever in connection with the execution of this work.

The contractor shall furnish the code number allotted by EPFO authority to the college and maintain proper documents of the man power engaged permanently and submit to the college quarterly for verification.

- 15 Work Contract Tax and T.D.S etc as applicable shall be deducted from Contractors bill .
- 16 Necessary insurance of labour under Workman Compensation Act and the building including any injuries to labour or damage to building on any account shall be got done by Contractor and the copy of the same sent to OWNER
- 17 Contractor shall make his own arrangement for storage of water and electricity for the construction at his own cost and the generator of suitable capacity to finish the job in time.
- 18 Quantities of items are approximate and liable to change to any extent on either side . Any variation in quantities shall not vitiate the contract.
- 19 The owner has right to withdraw any item of work from the contract or add / delete or change the same. Contractor shall make no extra claim for the same.
- 20 The work shall be completed within the time as per appendix to General Condition of Contract Timely completion is essence of this order and Contractor shall pay liquidated damages @ as per appendix to General Condition of Contract.
After a period of two weeks, the contract will come to end and the owner shall be at liberty to withdraw the work and get it executed from any other agency at Contractor risk and cost and the site shall be vacated by Contractor immediately.
- 21 No escalation in prices shall be allowed as this is a short term contract.
- 22 No Mobilization Advance will be paid .
- 23 Tender should be unconditioned as conditional tenders are liable to be rejected.
- 24 In addition to mandatory tests as specified the Contractor will get tests conducted on other materials as per instructions of the Owner / Architect. The cost of all these tests shall be borne by the Contractor.
- 25 Engineer - in - Charge will work under the instructions of OWNER / ARCHTIECT.

8.0 TECHNICAL SPECIFICATIONS:

The Surface Board: Made of kiln seasoned treated Maple Hardwood, MFMA stamped in size 20mm thick, 57 to 83 mm wide and in random length in tongue and groove shape. The edges of the boards will have a finger lock groove and bottom side with air pass groove and treated with special anti-termite and water resistant lacquer.

The Under Frame: Made of Pine wood runners of 70mm x 40/45mm treated with anti-termite solution and fixed on the bottom side with 19/10 mm thick Air-cushion pads by staple through the two wings at 350mm c/c.

The Installation: The IPS sub-floor to be treated with Acoustic and a vapour barrier of 6 ml. thick to be placed on the leveled IPS sub-floor before lying the under frame. The runners having air-cush pads to be placed on the vapour barrier in perfect level at 350 mm c/c in one direction. The surface boards will be screwed to the runner through the tongue only and will lock the screwed tongue by the groove of the adjoining boards. The ends of the board will be locked by inserting the wooden fingers through the edge grooves and fixed with suitable adhesive. An expansion gap of 8 to 10 mm will be left open between the wooden flooring and the surrounding tiled area/walls.

The Finishing: After installation the floor will be machine sanded in uniform level and finished with P.U. polishing water based polyurethane lacquer. Game line marking to be carried out in required colour before applying the finish coat.

Flooring system shall be of Floating type resting on a concrete substrate without being anchored. Ultimate shock absorption and resilience shall be achieved through the subfloor components and performance pads etc.

*** Note:** Installation of flooring shall be commenced with the existing stock available at site, to the extent possible and then only the balance area shall be done with the new material supplied by the contractor. Payment shall be made as per the actual work done of Items mentions in BOQ. Contractors are advised to visit the site before submitting their offer.

9.0 BILL OF QUANTITIES:

S. No	Description of Item	Unit	Approx Qty.	Rate (Rs.)		Amount (Rs.)
				(Figures)	(Words)	
1.	<u>RE-INSTALLATION OF FLOOR:</u> Fixing Mapple Hardwood Sports flooring with EXISTING MATERIAL of Maple hardwood, Pine wood sleepers and cohesion pads but including supply and laying of new vapour barrier of polythene and anti termite treatment of surface board & under frame. Complete in all respect as per specifications.	Square Foot	8500*			
2.	<u>NEW FLOOR:</u> Providing and fixing Maple Hardwood Sports flooring- Multipurpose & I-Grade MFMA stamped in size 20 mm x 57 mm/83 mm Tongue & Groove, kiln dried and treated for termites for Delhi climate. Pine wood sleepers of size 40/45mm x 70mm x1220mm installed at 350mm distance from centre to centre. The sleepers anti termite and bugs. 10/19mm thick cohesion pads placed under the wooden sleepers for extra resilience. 6 mil polyethylene shall be laid on the IPS surface as vapour barrier. Complete in all respect as per specifications.	Square Foot	4000*			
3.	<u>FINISHING:</u> After installation of floor machine sanding in uniform level and finished with PU Polishing water based polyurethane lacquer. Complete in all respect as per specifications.	Square Foot	12500			
4.	<u>MISCELLANEOUS:</u>					
(a)	Only supply of Maple Hardwood Sports flooring- Multipurpose & I-Grade MFMA stamped in size 20	Square Foot	Rate Only			

	mm x 57 mm/83 mm Tongue & Groove, kiln dried and treated for termites for Delhi climate.				
(b)	Only supply of Pine wood runners of 70mm x 40/45mm complete as per specifications.	Running Foot	Rate Only		
(c)	Only supply of 19/10 mm thick Air-cushion pads as per specifications.	Each	Rate Only		
	TOTAL				

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