

## IMPORTANT

### Instructions to the Tenderers

1. Please read the conditions of Tender carefully.
2. The documents supplied to you comprise the Index Page, Notice Inviting Tender, Conditions of Tender, Form of Tender for Works, Draft Articles of Agreement, Conditions of Contract, Appendix to Conditions of Contract, and Index to Conditions of Contract, special conditions(if any), general terms and conditions.(if any)
3. Please fill in information (in the blanks provided) on page Form of Tender for Works.
4. Please sign in full at places as required on:
  - i) Information and Index page,
  - ii) Conditions of Tender,
  - iii) Form of Tender for Works, with witnesses,
  - iv) All pages of the bills of quantities.
5. Please initial all other pages of this Tender document including the Notice Inviting Tender, Appendix to Conditions of Contract, the Index to Conditions of Contract.
6. Please return the complete set including the plans and the bills of quantities with your covering letter in a sealed cover.
7. You must not fail to quote your rates in words also.

Architect  
T.CHANDRAN

 GTC Designers

Name of the Employer: **MADRAS SCHOOL OF ECONOMICS, Gandhi Mandapam Road (Behind Anna Centenary Library), Kotturpuram, Chennai-600025.**

Name of the Work: **New Class Room Block (G+2) – Electrical Installation Works.**

Tender issued to:

Name:

Address:

Date of issue:

Tenders are due to be submitted by **12.00 hours on 12<sup>th</sup> September 2024** and addressed to **The Director, Madras School of Economics, Gandhi Mandapam Road (Behind Anna Centenary Library), Kotturpuram, Chennai-600025.**

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**\*Note:** Page numbers are to be filled in at the time agreement is drawn up.

Signature of Tenderer: .....

Name:

Designation :

Address:

Date.....

**T.CHANDRAN**  
Architect

**CTC** Designers

## NOTICE INVITING TENDER

To:

Dear Sir/s:

Sub: **MADRAS SCHOOL OF ECONOMICS, Gandhi Mandapam Road (Behind Anna Centenary Library), Kotturpuram, Chennai-600025  
New Class Room Block (G+2) - Electrical Installation Works.**

1. Contract documents comprising bills of quantities, form of Tender, Conditions of Tender, Draft Articles of Agreement, Conditions of contract, Appendix to conditions of contract, Important Terms and Conditions, special conditions of contract, soil exploration report if any and Drawings (List as per Annexure enclosed) of job No:144 are forwarded herewith. The cost of documents of **Rs. 2500/-** may be sent to us by way of Cash/Cheque/DD drawn in favour of **M/s CTC DESIGNERS , payable at Chennai.**

2. Please price in the Bills of Quantities and send all the papers, with the completed form of tender, the Conditions of tender and of contract, and specifications, all duly signed at every page, before 12.00 hours on the **12<sup>th</sup> September 2024** in a sealed cover superscribed "**TENDER for Proposed New Class Room Block (G+2) - Electrical Installation Works** and addressed to **The Director, Madras School of Economics, Gandhi Mandapam Road (Behind Anna Centenary Library), Kotturpuram, Chennai-600025.**

3. No consideration will be given to a tender received by us after the time above stipulated and no extension will be allowed for submission of tender.

4. The tenders will be opened '**In Camera**' at the office **MADRAS SCHOOL OF ECONOMICS, Gandhi Mandapam Road (Behind Anna Centenary Library), Kottur, Chennai-600025**

5. The time allowed for the total work shall be **8 months** from the 10th day after the date of written order to commence work or after the date on which the site is handed over to the contractor whichever is later. Time shall be considered the essence of the contract.

6. A mobilization advance amounting to 10% of the value of the contract shall be made to the contractor as detailed out in clause 32A of Conditions of Contract.

7. Water and Power for executing this contract shall have to be arranged by the contractor at his own cost. The contractor shall arrange for its distribution also at his own cost and shall conform to all regulations governing the same. Water for concrete/masonry work shall be tested and approved by the Employer/Architect prior to using in works. Contractor shall make sufficient storage & distribution facility at no extra cost.

8. The tenderer will submit his tender after carefully examining the whole of the tender documents and the conditions of tender and of contract, Appendix to the conditions of contract, the drawings and specifications, the bills of quantities, etc.

9. This notice inviting tenders, the conditions of tender and the duly completed form of tender will form part of the agreement to be executed by the successful tenderer with the Employer.

10. The employer reserves the right to reject any or all the tenders without assigning reason thereof.

**11. Rates shall include GST (The component of GST shall not be included in each item of work and shall be quoted separately)**

12. The employer reserves the right to award any component of the project or group of components to any tenderer or the entire work to any tenderer without vitiating any conditions of the Notice Inviting Tender and the contract and the rate tendered.

13. You are also required to fill in the information called for in clause(11) of the conditions of Tender.

**14. If any deviations were found while quoting the tender regarding the specifications of any items of work, the tenderer are not permitted to write any deviations in specifications in the bill of quantities. Tenderers can write the deviations clearly in covering letters along with the respective items rate quoted for. Tenders filled with deviated bill of quantities are subject to be rejected without assigning any reasons to the tenderer by the Employer/Architect.**

Yours faithfully,

**Architect  
T.CHANDRAN**

 **GTC Designers**

## THE CONDITIONS OF TENDER

1. In the event of the tender submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so; such power of attorney shall be produced with the tender and it must disclose that the firm is registered under the Indian Partnership Act.

Each and every signature given shall be separately witnessed. A contractor or contractors who himself/themselves has/have tendered or who may tender for the same work shall not witness the tender of another person for the work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tenders liable for summary rejection.

2. The tenderer must quote his rate only on the proper form of the tender, both in figures and words and both in decimal coinage in the respective spaces provided therefor. If the rates are not quoted in words also the tender is liable to rejection. The amount for each item should be worked out in figures only for the probable quantities specified in the bills of quantities and the requisite totals already entered for lump sum items and contingencies at the percentage specified.

Special care is to be taken to write the rates in figures and words in such a way that no interpolation is possible. Erasures and alterations must be avoided, but if made unavoidable while pricing the bills of quantities, the wrong figures and words must be neatly scored out under the initials of the tenderer and the correct figures and words neatly rewritten but not overwritten. Overwriting is not permitted.

3. In the case of figures, the word 'Rs' should be written before the figures of rupees and the word 'P' written after the decimal figures, e.g. Rs: 2.15P; In the case of words, the word "Rupee" should similarly precede and the words "Paise only" should be written at the end, closely following each rate and amount. The word "only" should not be written in the next line unless the rate quoted is in whole rupees closely followed by the word "only"; the amount should invariably be upto two decimal places.

4. Errors in the bills of quantities shall be dealt within the following manner:

i) In the event of a discrepancy between the rates quoted in words and the rates in figures the former shall prevail.

ii) In the event of an error occurring in the amount column of the bills of quantities as a result of the wrong extension of the unit rate and the quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rates.

iii) All the errors in totaling in the amount column and in carrying forward the totals shall be corrected.

iv) The tender total shall be accordingly amended except that there shall be no rectification of any errors, omissions or wrong estimate, in the prices inserted by the tenderer in the bills of quantities.

5. Where alternative items are given only the rates in figures and words are to be entered and not the amounts thereof. A tender which does not show the rates in figures and words for the alternative items may be rejected. The employer reserves to himself the right to take into account any or all of the alternative items for the purposes of accepting a tender

or to operate upon any or all of the said alternative items during the execution of the work, partly or fully as required.

6. The quantities furnished in the bills of quantities are only probable quantities liable to alteration by omission, deduction or addition, and it should be clearly understood that the contract is not a lump sum contract and the Architect/Employer, do not, in any way, assure the tenderer or guarantee that the said probable quantities are correct or that the work would correspond thereto. Payments will be regulated on the actual quantities of work done at the accepted rates.

The drawings, specifications and the bills of quantities, forming parts of the contract, are explanatory of and are complementary to one another, representing together the works/installations to be carried out.

If neither the drawings nor the specifications nor the accepted bills of quantities include any part/parts the intention to include which is nevertheless clearly to be inferred and which are obviously necessary for the proper completion of the works/ installations, all such parts shall be supplied and executed by the contractor at no extra charge.

Anything contained in one or another of (a) the drawings, (b) the specifications and (c) the accepted bills of quantities and not found in the others will be equally binding as if contained in each of them.

7.1 No alterations which are made by the tenderer in the drawings, specifications or probable quantities accompanying this notice will be recognized, and if any such alterations are made, the tender will be invalid. Remarks, explanations, the tenderer's own terms and conditions, if any should be set out in a covering letter (to be in duplicate) which will become binding only if accepted by the employer in writing at the time of acceptance of the tender.

8. The tenderer must obtain for himself on his own responsibility and at his own expense all the information necessary including risks, contingencies and other circumstances to enable him to make a proper tender and to enter into a contract with the Employer; he must examine the drawings, specifications, conditions and so on and must inspect the site of work, examine the nature of the ground and the subsoil (so far as is practicable), and acquaint himself with local conditions, means of access to the work, the nature of work, in fact all matters pertaining thereto before he submits his tender.

Omission, neglect or failure on the part of the tenderer to so obtain requisite and reliable information on any matter affecting his tender, the contract and the construction, completion and maintenance (during defects liability period) of the work shall not relieve the tenderer whose tender is accepted from any liability in respect of the contract.

The tenderer whose tender is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted excepting in pursuance of any specific provision in the contract as such and then only in terms of that specific provision, or to make any representation on the ground that he was supplied with any information or given any promise or guarantee of any sort, by the Employer, his agents and servants, the Architects/Employer or their representatives or any other persons, unless such information, promise or guarantee is furnished to the tenderer in advance of the date of receipt of tenders and in writing under proper authority.

9. The tenderer shall furnish the following details while submitting his tender:

i) The names of manufacturers of specialized items such as steel doors and windows, rolling shutters, grilles, patented waterproofing materials, flush doors, flooring tiles, false ceilings, insulating materials, etc. which he proposes to use in the work, conforming to approved

brand names attached hereto.

ii) the makes and types of fittings, materials, subject to the makes and types stipulated in the specifications, which he proposes to use in the work;

iii) the details of licenses granted to him and/or to professionally qualified and/or licensed technical personnel on his staff who will be engaged on the work (and submit, if called for, the licenses for inspection by the Architects/Employer).

**10. The rates quoted in the bills of quantities shall, unless specified otherwise, be deemed to be for finished work in-situ, item by item as provided for, and shall include cost for all necessary material and labour, all necessary incidental charges for water, electricity, tools and plant and machinery, sheds, marking out, clearing site, etc. and for all taxes, ESI&PF Service Tax, and educational cess(The component of service tax & educational cess shall not be included in each item of work and shall be quoted separately), royalties, octroi, excise and any other tax or duty levied by Government, Central or Local, or Local Authority, if and as applicable including sales tax on works contract, if any.**

**The rates shall be firm and not be subject to any variations/escalations in exchange rates, in taxes, duties, works contract tax, ESI&PF Service Tax and educational cess(The component of service tax & educational cess shall not be included in each item of work and shall be quoted separately), etc. in railway freight and the like, labour conditions, etc,**

11. The Employer does not undertake to supply any materials unless otherwise specifically stated herein. The contractor shall be fully responsible for the supply of all materials required for construction.

i) The contractor shall however state herein the basic price of the following materials on which his rates have been worked out, which shall form the basis for working out material advance as set out in clause 32 of Conditions of Contract and is not the purpose of computing escalation for which there is no provision in this contract.

a)	Portland Cement	Rs:....per M.T
b)	Mild Steel	Rs...../per/M.T
c)	Tor Steel	Rs./per/M.T
d)	Bricks	Rs./1000 NOS.
e)	Glass	
	i) 4mm Thick	Rs./per M.SQ
	ii) 5.5mm Thick	Rs./per/M.SQ
f)	Steel Windows	Rs./per/M.SQ
g)	Pressed steel door /window with 'Z' section frame	Rs./per M.SQ
h)	Rolling Shutters	Rs /per/M.SQ
i)	Aluminum Doors	Rs.---/per/M.SQ
j)	Aluminum Windows	Rs.---/per/M.SQ
k)	Panelled Doors	Rs /per/M.SQ
l)	Door Frame	Rs.---per/M.CUBE
m)	Flush door with external lipping	Rs./per M.SQ
	a) both side with teak ply	Rs./per M.SQ
	b) both side with commercial ply	Rs./per M.SQ
n)	Mosaic Tiles	Rs./per M.SQ
o)	Vitrified ceramic tiles	Rs./per M.SQ
p)	Structural Steel	Rs./per M.T
q)	Roofing sheet	Rs /per M.SQ

r)	Cladding Sheet	Rs /per M.SQ
s)	Random Rubble stones	Rs./M.CUBE
t)	Bond Stones	Rs./M.CUBE
u)	Bitumen –80/100	Rs./M.T

ii) If for any reason whatsoever there be delay in procurement of such materials as are specified to be supplied by the employer and there is delay in the supply of the said materials, resulting in delay in the commencement and/or the completion of the work, the contractor shall not be entitled to any claim whatsoever on account of such delay in the execution of the work excepting for such extension of time as may be determined by the Employer, on the recommendation of Architects. The Employer's decision in this regard shall be final.

iii) The employer does not take any responsibility for payment of fines, penalties, demurrage and so forth due to the contractor not taking timely action in clearing the said materials off railway wagons, sidings, yards, from stockiest/ suppliers god owns /yards, etc.

iv) The issue of the materials by the employer is subject to theoretical check of the consumption on work and the contractor is bound to return surplus, as provided for in the relevant conditions of contract.

v) No materials supplied by the Employer shall be removed from the site and all such materials shall be open to inspection at all reasonable times by the Architect/Employer or their representatives. In case of violation the contractor shall forfeit the security deposit and will in addition face criminal charges.

vi) The contractor shall keep proper store books to show correctly the stocks of materials supplied by the Employer/ Contractor incorporating therein receipts, issues and balances and afford every reasonable facility to the Employer's representatives to verify the stocks from time to time.

12. Tenders submitted shall remain open for acceptance for a period of sixty days from the date of their opening.

Should any tenderer withdraw his tender before the expiry of the said period, makes modifications to his tender which are not acceptable to the employer or refuses to execute the agreement within a stipulated time after the issue of the work order by the employer he shall be liable to forfeit the E.M.D. furnished by him.

13. The employer does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason whatsoever.

Further, the employer reserves the right to award any component of the project or group of components to tenderers or to award the entire work to one tenderer.

14. The employer further reserves the right to delete or reduce any item or section of the bill of quantities or altering the drawings without assigning any reason whatsoever therefor and no claim will be entertained in this regard.

15. Upon intimation being given to the tenderer that his tender is being accepted and that he is required to attend the concerned office of the employer for the purpose on a specific date, the tenderer shall so attend that office, and shall submit a bank guarantee (approved form is attached) towards the initial security deposit of 2 ½% the value of the contract and sign the agreement (the draft of which is attached to these papers) for the due fulfillment of the contract. Failure to enter into the required agreement or to furnish part security deposit referred to above shall entail the forfeiture of the earnest money. The written agreement between the contractor



and the employer shall be the foundation of the rights of both the parties to the contract which will not be deemed to be complete until the agreement has been signed by the contractor and then by the proper official of the employer authorized to enter into contracts on behalf of the employer.

16.i) In addition to the initial security deposit of 2 1/2% of the contract value referred to in clause 15 above, the contractor is to permit the employer to recover in cash further security deposit, otherwise called Retention Money a sum equivalent to 2 1/2% of the contract value, by deduction at the rate of 5% of the value of each bill. The Earnest Money Deposit, the initial security deposit and the retention money will aggregate to 5% of the total contract value and remain with the Employer.

ii) Provided that if the contractor fails to so make up the required deposits by such Bank Guarantee(s), the employer will be entitled to deduct from interim bills the money required to make up the full security deposit as stated in sub-clause (i) above.

17. The Security Deposit of 5% of the contract value will be refunded to the contractor in two stages: Earnest Money Deposit plus the Initial Security Deposit in cash or Bank Guarantee(s) on completion of work at the expiry of one month of the date of its virtual completion as certified by the Architects/Employer. The balance comprising only cash retention, after the expiry of the Defects Liability period specified in the contract, or if not so specified at the expiry of 12 months from the date of virtual completion of work.

18. The Security Deposit or Retention Money will bear no interest whatsoever.

19. Any tender which purports to alter, vary or omit any of these conditions is likely to be rejected.

20.a) The successful tenderer, within two weeks of award of the work to him, shall submit to the Architects an illustrative and suitably coloured work-time chart, in the form of bars or other effective means, showing the itemwise/locationwise/floorwise progress which he (the contractor) intends to make to enable him to conveniently and practicably complete the work in all respects within the agreed time as per contract. The chart will be scrutinized by the Architects and approved by the Employers with suitable modifications, as and if necessary and the approved chart will then form part of the agreement, being the basis for assessment of progress under the relevant conditions of contract.

The chart may from time to time during the progress of the work be reviewed and modified with the approval of the Employer keeping in view the agreed date of completion.

21. The work is to be carried out in accordance with the C.P.W.D and the I.S.S. in addition to the Architect's Specifications indicated in the bill of quantities is to be read in conjunction with the technical specifications attached hereto, (Volume-II) if any, forming part of the tender documents. In the case of site grading and road works the respective Highways Department Manuals/Specifications or the C.P.W.D. specifications **and latest editions of MOST/IRC** shall apply.

22. Water supply and sanitary installations shall be executed to be in conformity with the rules, regulations and by-laws of Local/Municipal Authorities.

23. The contractor, upon the award of contract, shall furnish all the particulars required and make the necessary application if any to the Local/Municipal Authorities for obtaining water supply and underground sewage connection. Any fee or charges paid by him on behalf of the Clients will be reimbursed to him on the production of relevant vouchers.

24. The materials to be used in sanitary and water supply installations shall be of approved make as listed in the schedule of quantities and shall conform strictly to the relevant Indian Standard Specification.

25. In the case of any class of work for which there is no specifications, in the said M.D.S.S., C.P.W.D. or Local P.W.D. Specifications, in the said Highways Manuals/Specifications, the said Regulations and Rules and the I.S.S. or in the said Architect's Specifications forming part of the tender documents or in case there is variations, such work shall be carried out in all respects in accordance with the instructions and requirements of the Architects/Employer.

26. On acceptance of the tender the contractor shall in writing and at once inform the Employer and the Architects the names of his accredited representative(s) who will be responsible to take instructions from the Architects/ Employer.

27. The work shall be carried out under the directions and supervision of and subject to the approval in all respects by the Architects/Employer.

28. The work or any part of it shall not be transferred, assigned or sublet without the written consent of the Employer.

29. The contractor shall be required to co-operate and work in co-ordination with and afford reasonable facilities for such other agencies/specialists as may be employed by the Employers on other works/sub-works in connection with the projects/scheme of which this work forms part.

30. The contractor will be required to insure the work and keep it insured until one month after the date of taking over the works/installations by the Employer, or otherwise in terms of the contract, against loss or damage by fire and/or natural calamities such as flood, drought, hurricane, etc. and other than the risks excepted in terms of the contract, with an insurer whose name is to be approved by the Employer.

31. The contractor is required to comply with all Acts of Government relating to labour and the Rules and Regulations made thereunder from time to time and to submit at the proper times all particulars and statements required to be furnished to the labour Authorities as detailed in clause 38 of Conditions of Contract.

32. The contractor will be required to supply, at his own expense, to the Architects, copies of photographs each in triplicate (not less than 25cmX20cm in size) of the works, taken from approved locations of each building at intervals of not more than 1 month during the progress of the work and also at every important stage of the construction, as directed by the Architects/Employers.

Signature of the Contractor:

Name: \_\_\_\_\_ :

Designation: \_\_\_\_\_ :

Address: \_\_\_\_\_

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

**T.CHANDRAN**  
Architect

 **GTC Designers**

## FORM OF TENDER FOR WORKS

To:

Dear Sir/s:

Having duly examined the tender documents including the drawings, specifications, designs, schedule of Quantities relating to the works specified in the underwritten memorandum and having visited the site of the said works and having acquired all the requisite information relating thereto as affecting this tender, I/We hereby offer to execute the works specified in the underwritten memorandum within the time specified therein at the rates specified in the schedule of quantities and in accordance, in all respects, with the specifications, designs, drawings and instructions in writing referred to in the conditions of tender, the Articles of Agreement, special conditions, the schedule of quantities and conditions of contract and with such materials as are specified, by and in all other respects in accordance with such conditions in the schedule of quantities and conditions of contract so far as applicable.

### MEMORANDUM

Name of Work : **MADRAS SCHOOL OF ECONOMICS, Gandhi Mandapam Road (Behind Anna Centenary Library), Kotturpuram, Chennai-600025**  
**New Class Room Block (G+2) - Electrical Installation Works**

- b) Estimated Cost :Rs.....
- c) Earnest Money :Nil
- d) Security Deposit : 2.5% of the contract value.
- e) Percentage, if any, to : 5% from running bills upto  
be deducted from bills : 2 1/2% of contract value
- f) Time allowed for the work : 8 Months

### **Schedule of Quantities:**

Item No.	Quantity	Description of Work	Unit	Rate in figures/words	Amount
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Attached.

Should this tender be accepted, in whole or in part, I/We hereby agree (i) to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto and the conditions of tender so far as applicable or in default thereof to forfeit and pay to ..... the sum of money mentioned in the said conditions. A sum of Rs. .... is hereby forwarded as Earnest Money in the form of ..... drawn in favour of.....

I/We agree (i) that should I/We fail to commence the work specified in the above mentioned memorandum the Employer shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money, otherwise the said earnest money shall be retained by him towards security deposit mentioned in the above memorandum, (ii) to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out authorized variations at the rates quoted in the tender in accordance with provisions of contract.

Our Bankers are:

- 1)
- 2)

The names of partners of our firm are:

- 1)
- 2)

Signature of Witness

Name

Signature of Tenderer

Name

**DRAFT**

ARTICLES OF AGREEMENT made this the .....day of  
.....2005 BETWEEN .....of  
.....in the District of .....(hereinafter called "The  
Employer") of the one part and .....

.....of  
.....

in the District of ..... (hereinafter called "The Contractor") of the other  
part.

WHEREAS The Employer is desirous of

.....  
.....at .....as per schedule I to this agreement and has caused drawings, bills  
of quantities, and a specification describing the work to be done to be prepared by **M/s CTC  
DESIGNERS, New no 2 Old no 63/1, Maxis Presidium, L Block, 24<sup>th</sup> Street, Anna Nagar  
East, Chennai** (hereinafter called "The Architects").

AND WHEREAS the said drawings as per schedule II inclusive, the bills of quantities and the  
specification prepared as per MOST IRC/C.P.W.D./Highways Manuals specifications/The Indian  
Standard specifications/Architect's specifications have been signed by or on behalf of the  
parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set  
forth in Schedule III hereto attached (hereinafter referred to as "The Said Conditions"), the work  
shown upon the said drawings and described in the said specification and included in the said  
bills of quantities for the sum of Rupees .....

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the sum of Rupees .....  
..... to be paid at the time and in the manner set forth in the  
said conditions, the contractor shall upon and subject to the said conditions execute and  
complete the works as per the said drawings and descriptions and bills of quantities.

2. The Employer will pay to the contractor the said sum of Rupees  
..... or such other sum as  
shall become payable hereunder at the times and in the manner specified in the said conditions.

3. The terms "The Architects" in the said conditions shall mean **M/s CTC DESIGNERS, New  
no 2 Old no 63/1, Maxis Presidium, L Block, 24<sup>th</sup> Street, Anna Nagar East, Chennai**, or in  
the event of their ceasing to be Architects for the purposes of this contract, such other person as  
shall be nominated for that purpose by the Employer, provided always that no person  
subsequently appointed to be Architect under the contract shall be disregard or overrule any  
decision or approval or direction given or expressed by the erstwhile Architects for the time  
being except with the approval of the employer.

4. The said conditions, specifications and priced bills of quantities 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 stipulations and perform the agreement on their  
parts respectively in such conditions, specifications and priced bills of quantities contained.

#### SCHEDULE I

.....

#### SCHEDULE II

Drawing Nos.:.....

#### SCHEDULE III

1. Letter No. ....

2. Letter No. ....

As witness our hand the day and year first above written.

Signed by the said Employer:

.....

In the presence of:

Name: .....

Name: .....

Occupation: .....

Occupation: .....

Address: .....

Address: .....

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.....

Signed by the said Contractor:

.....

In the presence of:

Name: .....

Name: .....

Occupation: .....

Occupation: .....

Address: .....

Address: .....

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43. Site Drainage.
44. Nuisance.
45. Watching and Lighting.



## CONDITIONS OF CONTRACT

### 1. Interpretation Clauses

i) In construing these conditions, the specifications, schedule of quantities, and contract agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

ii) Headings and marginal notes to the conditions of contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

iii) Where the context so requires (i) words importing persons include firms and corporations and (ii) words importing the singular only also include the plural and vice versa.

a) **Employer** shall mean **M/s .....**their officers and executives and include his/their legal representatives, permitted assigns, or successors.

a) i) **Architects** (Architect )shall mean **M/s CTC DESIGNERS, New no 2 Old no 63/1, Maxis Presidium, L Block, 24<sup>th</sup> Street, Anna Nagar East, Chennai,** and his/their legal representatives, permitted assigns, or successors, or in the event of their ceasing to be Architects for the purposes of this contract such other person or persons as shall be nominated for that purpose by the Employer subject to such qualifying provisions as may be agreed upon.

b) **Contractor** shall mean ..... and include his/their legal representatives, permitted assigns, or successors.

c) **Site** shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted for use for the purpose of carrying out the contract.

d) **The Contract or this Contract** shall mean the tender documents comprising the notice inviting tender, form of tender, the tender conditions, the drawings, and priced bills of quantities, the acceptance thereof, and the articles of agreement, together with the conditions of contract with its appendix and special conditions, if any, the specifications designs, drawings and instructions, issued from time to time by the Architect/Employer and all these documents taken together are deemed to form one contract and shall be complementary to one another.

e) **Bills of Quantities** variously also termed 'Priced Bills of Quantities', 'Schedule of Quantities', 'Schedule of Rates', shall mean the schedule of quantities originally furnished with the notice inviting tender, duly priced in by the tenderer and accepted by the Employer for inclusion as a part of the contract for determining the consideration payable to the contractor, for executing the work and as part of the contract agreement, it is also referred to as the contract schedule.

f) **Notice in writing** or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or to the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

g) **Act of Insolvency** shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the provincial Insolvency Act or any Act amending such original.

h) **Net Prices** If in arriving at the contract amount, the contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item, a similar percentage or proportionate sum, provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

i) **The works** (or the work) shall unless there be something either in the subject or context repugnant to such construction, be considered and taken to mean the works by or by virtue of the contract, contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. Wherever the word "works" is used it shall cover "installations" also under the same definition.

j) **Excepted risks** are risks due to riots (otherwise than among contractor's Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not); invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, acts of God such as earthquake, lightning and unprecedented floods and other causes over which the works/installations were not designed by employer of the said works/installations in respect of which a certificate of completion has been issued or a cause solely due to faulty design of works.

k) **Provisional Items** shall mean items for which very approximate quantities have been included in the tender document.

l) **Virtual completion** of works/installations shall mean the substantial completion of the work/installations in accordance with the contract enabling the Employer to take over the same.

2. **Architect's/Employer's Instructions** The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications, conforming exactly, fully and faithfully to the designs, drawings and instructions in respect of the work given by the Employer/Architects and under the directions of and under the supervision of and subject to the approval in all respects, by the Architects/Employer who may in their discretion and from time to time issue further drawings, and/or written instructions, directions and/or written instructions details and explanations which are hereafter collectively referred to as "Architects/ Employers instruction" in regard to:

a) Variation or modification of the design including structural design, quality or quantity of works or the addition or omission or substitution of any work b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specifications.

c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other materials therefor.

d) The removal and/or re-execution of any works executed by the contractors.

e) The dismissal from the works of any persons employed thereupon.

f) The opening up for inspection of any work covered up.

g) The amending and making good of any defects under Clause 19.

The contractor shall forthwith comply with and duly execute any work comprised in such Architect's/Employers instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Employer/Architects shall if involving a variation, be confirmed in writing by the contractor within seven days and if not dissented from in writing within a further seven days by the Architects/Employer such shall be deemed to be Architect's/Employer's instructions within the scope of the contract.

The Architects/Employer shall be entitled to direct at what point or points and in what manner the works are to be commenced, and from time to time carried on.

Notwithstanding anything herein contained, the Architect or his representative shall not, without the prior concurrence in writing of the Employer issue any instructions verbal or in writing which will result in the Employer having to pay the contractor an additional sum greater than Rs: 3, 000/- in all, and all instructions issued to the contractor should forthwith be brought to the notice of the Employer. The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final, acceptance of the Employer under the terms of Clause 17 hereof shall form a supplementary schedule of quantities. The Employer shall not be liable for payment for such variations until the supplementary schedules are sanctioned by it.

### **3. Agreement copies to be supplied**

The contract shall remain in the custody of the Employer and shall be produced by him at his office as and when required by the Architects or the Contractor. The contractor on the signing hereof shall be furnished by the Architects/Employer free of cost with a certified copy of the agreement and one copy of each of the said drawings issued during the progress of the works. Any further copies of such drawings required by the contractor shall be paid for by him. The contractor shall keep one copy each of all drawings on the works and the Architects/Employer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the contractor he shall, if so required, forthwith return to the Architect all drawings and specifications.

### **4. The contractor to provide everything necessary**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and amounts stated in the schedule of quantities and/or the schedule of rates and which rates and amounts shall except as otherwise provided cover all the obligations under the contract, and all matters and things necessary for the proper completion of the works.

The contractor shall provide at his own cost all materials (except such materials if any, as may in accordance with the contract be supplied by the Employer), machinery, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, temporary works, etc. together with carriage therefor to and from the site, in fact everything necessary for the proper execution of the work, whether original, altered or substituted according to the true intent and

meaning of the drawings, schedule of quantities and specifications, original or substituted taken together, whether the same may or may not be particularly shown or described therein provided that the same may be reasonably inferred therefrom, and if the contractor finds any discrepancy in the drawings, or between the drawings, schedule of quantities and

specifications, he shall immediately and in writing refer to the Architects who shall decide which is to be followed, subject to:

i) Anything shown or contained in any one or other of (a) the drawings, (b) specifications and (c) the contract schedules, and not shown in the others shall be equally binding as if it were contained in each of them.

ii) Figured dimensions are to be followed in preference to the scale, and large scale details in preference to small scale drawings.

iii) The following order of preference shall apply:

(a) The drawings, (b) Specifications, covered by bills of quantities,

(c) Architect's specifications, (d) the CPWD/MOST IRC/Highways Manuals specifications/I.S. Specifications.

#### **5. Contractor to conform to local regulations**

The contractor shall conform to the provisions of any Act of the Legislature relating to the works and to the regulations and By-laws of any Authority and of any water, lighting and other Companies and/or Authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the drawings or specification that may be necessitated by so conforming, give to the Architect/Employer written notice, specifying the variation proposed to be made and the reason for it, and apply for instructions thereon. In case the contractor shall not within ten days receive such instructions he shall proceed with the work, conforming to the provisions, Regulations, or by-laws in question, and any variation so necessitated shall be dealt with under Clause Nos.13 and 17.

The contractor shall bring to the attention of the Architect/ Employer all notice required by the said Acts, regulations or by- laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Architect/Employers

The contract shall indemnify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay any royalties, license fees, damages, cost and charges of all and every sort that may legitimately be incurred in respect thereof.

#### **6. Contractor responsible for setting out work**

The contractor shall on the basis of dimensioned drawings and information necessary for the purpose, furnished by the Architects, set out the works on site at his own expense and be responsible for the correctness of the positions, levels, dimensions and alignment of all parts thereof. The checking of any setting out by the representative of the Architect or of the Employer shall not in any way relieve the contractor of the responsibility for the correctness thereof and he shall amend at his own cost and to the satisfaction of the Architect/Employer any error in the setting out or consequential to wrong setting out, found at any stage during the progress of the work or during the defects liability period after completion of the work.

#### **7. Materials to conform to specifications**

All materials and workmanship shall so far as procurable conform strictly to requirements in accordance with the drawings and or as described in the schedule of quantities and/or specifications and in accordance with the Architect's instructions, and the contractor shall upon

the request of the Architect/Employer furnish proof to his satisfaction that they so conform and if required shall also furnish all invoices, accounts, receipts and other vouchers for the purpose.

The contractor shall place order for all materials required in time and in any case not later than the dates fixed in the approved programme. Where in the matter of procurement of such regulated by Government, Central or Local, or by any other Central or Local Authority, the Employer is obliged to issue any certificate or sign applications for license or permit, by virtue of orders of such Government or Authority or by custom or practice it shall be the sole responsibility of the contractor to arrange for all the formalities to be completed in time and follow up the matter with the concerned Authorities and to procure the materials in time for incorporation in the works/installations according to the approved programme, and the Employer or the Architect will not assume any responsibility for delays in this regard nor any responsibility for the payment of fines, penalties, demurrage and so forth due to the contractor not taking timely action in the process of procurement. The contractor shall not raise any plea, quoting delays in the completion of the formalities or of delays by the Authorities concerned for any compensation whatsoever.

However, the contractor shall before he places orders for supply, furnish to the Architect/Employer, at his own expense, samples of materials proposed to be used in the works, well in time.

The Architect/Employer will within two weeks of the day of supply of samples or within such further period as it may require, depending upon each case, intimate to the contractor whether the samples are approved by him or not. If samples are not approved the contractor shall forthwith arrange to supply to the Architect/Employer for his approval fresh samples complying with the specifications.

The contractor shall indemnify the Employer or any agent, servant or employee of the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charge which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claims being made or action being brought against the Employer or any agent, servant or employee of the Employer in respect of any such matters as aforesaid, the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with specified directions issued by the Employer or the Architects in connection with the contract, but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any drawings and/or specifications issued after conclusion of the contract.

All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source, (other than materials supplied by the Employer) shall be borne by the contractor.

The Architects/Employer shall be entitled to have tests carried out on the work or its parts or accessories, either during its progress or on completion, where and when deemed necessary or on any materials to be incorporated in the work/installation supplied by the

contractor or otherwise, notwithstanding that the work or its parts or accessories or the said materials have been accepted and passed, at the cost of the contractor who shall arrange to have the tests carried out as and when directed, providing for the purpose the necessary facilities to the Architects.

The costs of the tests and of the materials and labour involved in the testing operations shall be borne by the contractor in all cases except as otherwise provided for in the contract.

The methods of sampling, the nature and extent of the tests to be carried out and their interpretation shall be in accordance with the relevant I.S.S. unless otherwise provided in this contract. The name of the laboratories or test houses in which the tests are to be carried out shall be got approved by the Architects/Employer and the test results shall be submitted regularly to the Architects/employer.

#### **8. Supervision by Contractor**

The contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Architects/Employer may consider necessary until the expiration of the "Defects Liability Period", stated in the Appendix hereto. The contractor shall also during the whole time the works are in progress, employ a competent and qualified representative whose name shall be approved by the Architect/ Employer and who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions, or notices given by the Architects/Employer to such representative shall be held to have been given to the contractor.

If the contractor fails to appoint and keep on the works a competent and qualified representative as aforesaid the Employer/ Architects shall have powers to suspend the works till such time a competent and qualified representative as aforesaid is posted and the contractor shall not be entitled to claim extension of time on the plea of such suspension of the works.

#### **9. Dismissal of workmen**

The contractor shall on the request of the Architect/Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Architect/Employer be incompetent or mis-conduct himself, and such persons shall not be again employed on the works without the permission of the Architect/Employer.

#### **10. Access to Works**

The Employer, the Architect and his respective representative shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the contractor shall give the employer, the Architect and his respective representative, all reasonable facilities necessary for inspection and examination and tests of the materials and workmanship. No person authorized by the Employer or the Architect except the representatives of Public Authorities shall be allowed on the works at any time.

#### **11. Site Engineer/Asst. Engineer/Clerk of Works**

The term "Site Engineer/Asst. Engineer/Clerk of Works" shall mean the person appointed, and acting under the orders of the Architects/Employer to inspect the works in the absence of the Architect or the Employer; the contractor shall afford the Site Engineer/Asst. Engineer/Clerk of Works every facility and assistance for inspecting the

works and materials and for checking and measuring the work and materials. Such person/ persons shall be considered to act solely as Inspectors.

If any work or materials is not approved by the site Engineer/ Asst. Engineer/Clerk of Works or any such representative, such work shall be suspended or the use of such material shall be discontinued until the decision of the Architect/Employer is obtained. The work will from time to time be examined by the Architect/Employer, the Site Engineer/Asst. Engineer/Clerk of Works or the Architects' representatives, 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 works or after the same is completed. Subject to the limitation of this Clause the contractor shall take instructions only from the Architect/Employer.

**12. Work not to be sublet**

The whole of the works included in the contract shall be executed by the contractor who shall not directly transfer, assign or underlet the contract or any part share thereof or interest therein without the written consent of the Employer; and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

**13. Variation not to vitiate the contract**

No alteration, omission or variation shall vitiate this contract but in case the Architect thinks proper at any time during the progress of the works to make any alterations in addition to or omissions from or substitutions for the original drawings, specifications, designs and instructions or any alterations in the kind or quality of the materials to be used in the work and shall give notice thereof in writing to the contractor, the contractor shall alter, add to or omit from or substitute for as the case may require, in accordance with such notice and carry out the amended work on the same conditions in all respects on which he agreed to do the main work, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from or substitutions in the work or any deviations from any of the provisions of the contract stipulation, specification or contract drawings without the previous consent in writing of the Architects/Employer and the values of such extras, alterations, additions or omissions or substitutions shall in all cases be determined by the Architect with the prior approval in writing of the Employer in accordance with the provisions of Clause 17 hereof, and shall be added to or deducted from the contract amount accordingly.

The supply and execution of any part or the carrying out of any work incidental to the execution of any item or class of work shown in the schedule of quantities shall not constitute a variation entitling the contractor to extra payment provided that the said item or class of work cannot be executed satisfactorily according to the true intent and meaning of the specifications without the said part thereof or the said work incidental thereto, whether the same may or may not be particularly shown or described in the drawings, specifications and schedule of quantities and provided the same may be reasonably inferred therefrom.

Similarly the changing of the position of the work from one to another, or to a more difficult position than that shown in the drawings or described in the specifications or the contract schedule, or the carrying out of work under circumstances not contemplated in the specifications or the contract schedule shall not constitute a variation entitling the contractor to extra payment.

**13.A No compensation for alteration in or restriction of work**

If at any time after the commencement of the work the Employer for any reason whatsoever does not require the whole thereof as specified in the tender to be carried out, the Architect/Employer shall give notice in writing of the fact to the contractor who shall have no claim for any compensation whatsoever on account of any profit which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out. Nor shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve curtailment of the work originally contemplated.

**14. Schedule of quantities on standard method of measurement**

The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard method of measurement.

**15. Errors in bills of quantities:**

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 17 hereof shall be added to or deducted (as the case may be) from the contract amount provided that there shall be no rectification of errors in the contractor's schedule of rates.

**16. Measurement of Works:**

The Architect/Employer may from time to time intimate to the contractor that he requires the works to be measured, and the contractor shall forthwith attend or send a qualified Agent to assist the Architect/Employer or his representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

Provided that the contractor shall give notice of not less than ten clear days to the Architect/Employer of his representative in charge of the work before covering up or placing beyond the reach of measurement any work in order that the same is covered up or placed beyond reach of measurement and shall not cover up and place beyond reach of measurement any work without the consent of the Architect/Employer and his representative in charge of the work who shall within the aforesaid period of ten days inspect the work and cause the measurements to be made; if, any work be so covered up without the consent of the Architect/Employer or his representative in charge of the work, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or materials with which the same was executed.

Should the contractor not attend or neglect or omit to send such agent then the measurements taken by the Architect/Employer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Indian Standard method of measurements, unless otherwise provided for elsewhere in this contract.

The contractor or his agent may at the time of measurement take such notes and measurements as he may require.

Any authorized extra works, omissions and all variations made without the Architect's/Employer's knowledge if subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

**17. Price of Variation**

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:

(i) The net rates or prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.



(ii) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of the rates given in that schedule for similar or near similar items. For the purpose of such derivation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills/vouchers shall be adopted, using factors and constants for quantum of material, labour, T & P and sundries from standard PWD/CPWD data analysis, adding 15% towards profits and overheads. When called upon to do so the contractor shall submit the required purchase bills/vouchers.

(iii) In respect of a contract which incorporate more than one schedule the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition /alteration or substitution (deviation) occurs, shall be taken as the lowest applicable rate in the other schedules; similarly, in case (ii) above, if similar or near similar items cannot be found in the schedule pertaining to the work in which the addition, alterations or substitution (deviation) occurs, similar or near similar items from the other schedules shall be adopted.

(iv) In the case of additional, altered or substituted (deviated) work for which rates cannot be reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices, substantiated by purchase bills/vouchers, using factors and constants for quantum's of material, labour, T & P and sundries from standard PWD/CPWD Data/Analysis adding 15% towards profits and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers, to the Architect.

(v) The questions as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for derivation of rates for the additional, altered or substituted (deviated) work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the Architect/Employer.

(vi) In cases (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principles enunciated and the Architect/Employer, after scrutinizing the analysis and other papers furnished, will allow such rates as he considers reasonable.

(vii) Where extra work is of such a nature that it cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender or the priced schedule of quantities or, if not so stated, then in accordance with the local day work rates and wages for the district; provided that in either case if required by the Architect/ Employer, vouchers, muster rolls and other documents required for proper verification of the labour employed and the materials deployed on the said work and the costs thereof be delivered to the Architect/Employer or his representative at or before the end of the week following that in which the work has been executed.

The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the Architect/Employer. The margin to be allowed on actual costs to the contractor towards profits and overheads shall be 15%.

#### **18. Unfixed Materials**

Where in any certificate (of which the contractor has received payment) the Architect/Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they

shall not be removed, except for the use upon the works, without the written authority of the Architect/ Employer. The contractor shall be liable for any loss or damage to such materials.

**19. Removal of improper work, material, etc.**

The Architects/Employer shall, during the progress of the work, have full powers to order in writing from time to time, removal from the work within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer/Architects are not in accordance with the specifications or the instruction of the Architects/Employer, or do not conform to approved samples, the substitution of the rejected materials by proper other materials, and the removal and proper re-execution of any work executed with materials not in accordance with the contract, notwithstanding that the same may have been passed and/or certified and/or paid for, the contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same without being answerable or accountable for any loss or damage that may happen or arise to such materials removed and all expenses consequent or incidental thereto as certified by the Architect/Employer shall be borne by the contractor, or may be deducted by the Employer from any money due or that may become due to the contractor.

**20. Defects Liability Period**

Any defect, shrinkage, settlement or other faults which may appear within the 'Defects Liability Period' stated in the appendix hereto, or if none so stated, then within 12 months after the virtual completion of the works, arising in the opinion of the Architect/Employer from materials or workmanship not in accordance with the contract, shall on demand which shall be made within the defects liability period, in writing by the Architect/ Employer, and within such reasonable time as shall be stated therein specifying the work, materials or articles complained of notwithstanding that the same may have been passed and/or certified, paid for, be amended and made good by the contractor, at his own proper charge and cost and in case of default the Employer may employ and pay other person or persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall upon the Architect's/ Employer's certificate in writing, be recoverable from him by the Employer or may be deducted by the Employer from any money due or that may become due to the contractor or the Employer may, in lieu of such amending and making good by the contractor, withhold a sum to be determined by the Architect/Employer equivalent to the cost of amending and making good such work and in the event of the amount retained under Clause-32 being insufficient, recover the balance from the contractor, together with any expenses the Employer may have incurred in connection therewith.

Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Architect/Employer as provided in Clause-12 and 22 the contractor shall be liable to make good in the same manner as if such work or materials had been done or supplied by the contractor himself and been subject to the provisions of Clause-2 thereof. The contractor shall remain liable under the provisions of this Clause notwithstanding the signing by the Architects/Employer of any certificate including the final certificate, or the passing of any accounts.

## **21. Completion Certificate**

The works shall not be considered as completed until the Architect/Employer has certified in writing that they have been virtually completed and the defects liability period shall commence from such certified date of virtual completion of work.

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Architect/Employer and within ten days of the receipt of such notice the Architect/ Employer shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate of completion, otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued, but no certificate of completion, provisional or otherwise, shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work was executed, all scaffolding, surplus material rubbish and all huts and sanitary arrangements required for their work, people on the site in connection with the execution of the works and as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in upon or about which the work was executed, or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Architects. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, original or extended in terms of Clause-27 herein, the Employer after issuing due notice, may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof. And the expense, if any, so incurred may be recovered from any money due or that may become due to the contractor by the Employer.

If several sub-works covered by separate schedules are included in the contract, and if at any time before the completion of the entire work, the Employer takes possession of any of the separate sub-works that may have been duly completed in accordance with the contract and so certified by the Architects/Employer, notwithstanding any other provision in this contract in this regard, a completion certificate may be issued in respect of that sub-work subject to the provisions in the previous sub-clauses (regarding completion certificate) having been complied with, in respect of the said duly completed sub-work, the defects liability period, for such sub-work may be reckoned from the separate date of virtual completion so certified and that part of the full security deposit as may be proportionate (contract value of this sub-work to the whole contract value) be attributed to this sub- work may be refunded in accordance with and subject to the provisions of Clause-20. The same principles will apply where different dates are specified in the contract for different sub- works.

## **22. Employer may use premises**

The employer reserves the right to use the premises and any portion of the site for the execution of any work not included in this contract which he may desire to have carried out by other persons and the contractor is to allow all reasonable facilities for the execution of such work but is not required to provide any plant or materials for the execution of such work except by special arrangements with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in this contract and the contractor is not to be responsible for any damage or delay which may happen to or be occasioned by such work.

### **23. Contractor Liable for damage done**

The contractor shall be responsible for all injury to persons, animals, or things, and for all structural and decorative damages to property which may arise from the operation or neglect of himself or any of his employees whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out the contract. This Clause shall be held to include, inter alia any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as well as all damages caused to the buildings and works forming the subject of this contract by frost or other inclemency of weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage under any Act of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

The contractor shall reinstate all damages of every sort mentioned in the Clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the work or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with an approved insurer a Policy of Insurance in the joint names of the Employer and contractor against such risks and deposit such policy or Policies with the Employer from time to time during the currency of this contract. The contractor shall also similarly indemnify the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at common Law in respect of any employee of the contractor or sub contractor and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved insurer a Policy of Insurance in the joint names of the Employer and the contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of the contract.

The contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of claim or proceedings and also in respect of award of or compensation of damage arising therefrom.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the contractor.

### **24. Responsibility for safety of buildings**

The contractor shall be responsible for the safety of the works (including the materials, temporary buildings and plant) until they are taken over by the Employer and they shall stand at the risk, and be in the sole charges of the contractor, who shall be responsible for and must with all possible speed make good all damage from whatever cause.

#### **24.A Insurance of the works**

The contractor shall within 14 days from the date of commencement of the work insure

the works at his cost and keep them insured until one month after the works are taken over by the Employer or three months after the date of completion whichever is earlier, against loss or damage by fire or other such unusual risk with an insurer to be approved by the Architects/Employer, in the joint names of the Employer and the contractor (the name of the former being placed first in the policy), progressively for the full amount of the contract, in three stages, beginning with 1/3 of the contract value, and for any further sum being allowed to the contractor as an authorized extra. Such policy shall cover the property of the Employer only and Architect's and surveyor's fees for assessing the claim and in connection with his services generally in reinstatement and shall not cover any property of the contractor or any subcontractor or employee. The contractor shall deposit the policy and receipts for the premiums paid with the Architect/Employer within twenty one days of/before the date of commencement of the work unless otherwise instructed by the Architects/Employer. In default of the contractor insuring as provided above, the Employer may insure and may deduct the premiums paid from any money that may be due or that may become due to the contractor. The contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurers should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire or other such risks had not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or reinstatement after fire or other usual risk shall be entitled to such extension of time for completion as the Architect/Employer deems fit.

#### **25. Day of commencement and day of completion**

The contractor shall be allowed admittance on the site on the "date of commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Architect/Employer may desire to delay) on or before the "Date of completion" stated in the Appendix subject nevertheless to the provision for extension of time hereinafter contained.

#### **26. Liquidated damages**

If the contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 28 hereof the contractor shall pay or allow the Employer to deduct the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall remain incomplete and the Employer may deduct such damages from any money due or that may become due to the contractor.

#### **27. Extension of time**

If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered (a) by force majeure or (b) by reason of any exceptional inclement weather or (c) reason of any proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the contractor's own defaults or (d) by the work or delays of other contractors or tradesmen engaged or nominated by the Employer or the Architect and not referred to in the Schedule of Quantities and/or specification or (e) by strikes or Lockout affecting any of the building trades or (f) by reason of delays in the supply of materials stipulated to be supplied by the Employer, he shall apply in writing to the Architects/Employer within 15 days of the of such hindrance on account of which he desires such extension as aforesaid and the Architect/Employer, if in his opinion reasonable grounds have been shown therefor, may make a fair and reasonable extension of time for completion of the contract works, but the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required of him to proceed with the work expeditiously provided

a) that the contractor shall have no claim other than extension of time for the delay in completion of the work due to such hindrance and nothing else and

b) that the contractor shall suspend the works whenever called upon to do so in writing by the Architects/Employer and shall be allowed reasonable extension of time for completion of work due to such suspension of work and nothing else.

## **28. Failure of contractor to comply with Architect's/Employer's instructions**

If the contractor after receipt of written notice from the Architects/Employers requiring compliance within ten days fails to comply with such further drawings and/or Architects'/ Employer's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect there to, and all costs incurred in connection there with shall be recoverable from the contractor by the Employer on the Certificate of the Architects as a debt or may be deducted by him from any money due to or become due to the contractor.

## **29. Termination of contract by employer**

If the contractor being an individual or a firm commits any "Act of Insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the court, or its official assignee or the Liquidator in such acts or insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show to the reasonable satisfaction of the Architects/Employer that he is able to carry out and fulfill the contract and to give security therefor if so required by the Architects/Employer:

OR if the contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued;

OR shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor;

OR shall assign or sublet this contract without the consent in writing of the Employer first obtained;

OR shall charge or encumber this contract or any payments due or which may become due to the contractors thereunder;

OR if the Architect shall certify in writing to the Employer that the contractor:

i) has abandoned the contract, or

ii) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving the Employer's notice to proceed, or

iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

iv) has failed to remove the materials from the site or to pull down and replace work for seven days after receiving from the Architect/Employer written notice that the said materials or work were condemned and rejected by the Architects/Employer under these conditions, or

v) had neglected or failed persistently to observe and perform all or any of the acts, matters, or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same;

vi) OR has to the detriment of good workmanship or without the consent in writing of the Employer sublet any part of the contract;

then and in any of the said cases the employer may notwithstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Architect/Employer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the contract had not been executed by or on behalf of the contractor. And further, the Employer by his Agents or servants may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, steam or other power equipment and materials lying upon the premises or the adjoining lands or roads, the same as his own property or may employ the use same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or person or persons to complete the work, and the contractor shall not any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the work shall be completed or as soon as thereafter as convenient the Architect/Employer shall give notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so within a period of 14 days after receipt thereof by him, the Employer shall be entitled to sell the same by public auction and give credit to the contractor for the amount released.

The contractor's account shall also be credited with the amount that would have been payable to him, for the uncompleted work (completed by the Employer through other contractor or person or persons as aforesaid) in terms of his agreement as if the contract has not been determined and he (the contractor) had continued to execute the work to its completion. The actual gross expense to the Employer including incidental charges in completing the uncompleted work through other contractor's or person or persons shall be debited to the contractor's account if it be not less than the credit for the uncompleted work as above referred; if, however, the said debit to be made is less than the said credit, then the amount to be debited shall be equal to the value of the credit given as above referred.

The Architect/Employer shall thereafter ascertain and certify in writing what (if anything) in the final accounting is due to or payable to the contractor by the Employer or to the Employer by the Contractor for the sale of the surplus materials and plant and the loss the Employer shall have been put to in procuring the works to be completed. The amount, if any, owing to the contractor and which shall be certified and vice versa; and the certificate of the Architect in this regard shall be final and conclusive between the parties.

### **30. Termination of contract by contractor**

If payment of the amount payable by the Employer under any certificate of the Architects shall be in arrears and unpaid for sixty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such certificates, or the Employer commits any "act of insolvency", or if the Employer (being an individual or Firm) shall be adjudged an insolvent, or (being an incorporated Company) shall have an order made against him or pass an effective

Resolution for winding up, either compulsorily, or subject to the supervision of the Court or Voluntarily, or if the official assignee or the Employer shall repudiate the contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable within fifteen days after notice to him requiring him to do so to show to the reasonable satisfaction of the contractor that he is able to carry out and fulfill the contract and to make all payments due, and to become due thereunder, and if required by the contractor, to give security for the same, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be at liberty to determine the contract by the notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the contract.

In arriving at the amount of such payment the net rates contained in the contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause 17 hereof.

### **31. Provisional Sums**

a) All goods or work for which provisional sums of money are provided may be selected or ordered from any manufacturers or firms by the Employer who reserves to himself the right of paying direct for any such goods or work and deducting the said prices or sums from the amount of contract. The contractor shall receive and sign for such goods and be responsible for their safe custody as and from the date of their delivery upon the works, and shall be paid for fixing, where applicable, in terms of the contract. Fixing shall cover unloading, getting in, unpacking and return of empties and other incidental work.

b) If any provisional items are provided for work of a nature usually carried out by the contractor in the ordinary course of his business the Employer shall give the contractor an opportunity for tendering for the same without prejudice to the Employer's right to accept any or reject any or all of the tenders received.

### **32. Certificates and Payments**

Running Bills in triplicate shall be submitted by the contractor each month on or before the date fixed by the Architect or if no date is so fixed, by the 15<sup>th</sup> of every month, or at other suitable intervals consistent with the stipulation in the appendix to this conditions of contract regarding, "value of work for interim payments", along with detailed measurements also in triplicate for the work executed in the previous month or period, and the Architect shall check/take measurements or cause the measurements to be checked/taken for the purpose of having the same verified and to the extent work has been executed in accordance with the contract, issue interim certificate, and the employer shall make payments to the contractor on the basis of such certificates within the period specified for honouring interim certificates (in the appendix to the conditions of contract), subject to retention of such sums at the percentage marked in the appendix till the whole of the retention money (part security deposit) is collected where after the installments (interim payments) shall be up to the full value of the work subsequently so executed and fixed.

The Architect may in his discretion certify 80% of the claim immediately on receipt of an interim bill prior to checking of measurements and issue the full certificate after checking the measurements as aforesaid.

The Architect may in his discretion include in the interim certificate such amounts, as he may



consider proper on account of any materials which are in his opinion nonperishable and are in accordance with the contract and which have been brought the site (but not prematurely) in connection with the work and adequately stored and or protected against damage by weather or by other causes, but which have not at the time of advance been incorporated in the work up to 80% of their value. When the materials on which advance has been made are incorporated in the work, the amount of advance shall be deducted on the basis of actual consumption on the works from subsequent bills.

When the works have been virtually completed and the employer shall, have verified, that they have been so completed, the contractor shall submit the final bill in respect of the contract work within one month thereafter and payment shall be made by the Employer as specified in the Appendix "Installment after virtual completion", and "Period for honouring bills".

The contractor shall be entitled to the payment of the final balance in accordance with the final verification by the Employer after the expiration of the period referred to as "the Defects Liability Period" in the Appendix attached hereto from the date of virtual completion or as soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning thereof whichever shall last happen, provided always that the verification by the Employer during the progress of the works or at or after their completion shall not relieve the contractor from his liabilities under Clause 2 and 20 nor relieve the contractor of his liability in case of fraud, dishonest or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defects and insufficiencies in the works or materials of which a reasonable examination would not have disclosed. No verification/ payment by the Employer shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract neither will the contractors have a claim for any amounts which the employer might have paid and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

The Employer/Architect shall have power to withhold any payment if the works or any parts thereof are not being carried out to his satisfaction.

The Employer/Architect may make any correction in any previous verification /payment which shall have been made by him. No payment will be made by the Employer if the contractor fails to insure the works and keep them insured till the issue of the virtual completion certificate. Also payment may be refused if the contractor fails to execute the formal agreement. No interest is payable on delayed payments.

### **32.A Mobilization Advance**

On the work being awarded to the successful tenderer, an interest free mobilization advance of 10 (ten) percent of the value of the contract shall be made to the contractor by the Employer, on presenting a Bank Guarantee for a like amount from a Nationalized Bank valid for the full period of the contract by the contractor. The Bank Guarantee shall be in the format approved by the Employer. The advance so paid shall be recovered from running bills at pro-rata of the value of the work done.

Should the dues to the contractor in the final bill be insufficient to cover the recoverable balance of the advance, the same shall be recovered from the Security deposit of the contractor who shall in such contingency make good the security deposit within 10 days of being notified by the Employer.

### **33. Security Deposits bear no interest**

Security Deposit or the balance of it available with the Employer, however, shall be refunded to the contractor in the manner specified in the Appendix to the conditions of contract and shall bear no interest whatsoever until the date of its return.

### **34. Matters excepted from Arbitration**

The decision, opinion, direction, certificates (except for payments) with respect to all or any of the matters under clauses 2, 4, 7, 9, 13A, 17, 19, 27, 29, 41, 42 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 Architect/Employer or any refusal of the Architect/Employer to give any of the same way in all respect (including the provision as to opening the references) as if it were a decision of the Architect under the following clauses.

### **35. Arbitration**

i) All disputes or 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 initially referred to and settled by the Architect who shall state his decision in writing. The decision of the Architects with respect to any of the excepted matters shall be final and without any appeal as stated in clause 34. But if the Employer or the Contractor be dissatisfied with the decision of the Architects on any matter, question or dispute of any kind (except of any of the excepted matters) or as to the withholding by the Architects of any certificate to which the contractor may claim to be entitled, then and in any such case either party to this contract may within 4 weeks after receiving notice of such decision, give a written notice to the other party through the Architects requiring that the matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in dispute or difference of which such written notice has been given, stating the amount or amounts claimed therefor and no other shall be and is hereby referred to arbitration, and in the absence of such written notice within the said period of four weeks, the claim arising out of the dispute or difference is deemed to have been waived.

ii) All disputes or differences of any kind arising out of or in connection with the contract or the carrying out of the works other than the excepted matters referred to in clause 34 herein before (whether during the progress of the work or after their completion and whether before or after determination, abandonment or breach of contract) shall be referred to a single arbitrator who shall be a technically competent person nominated by the Employer and the same shall be deemed to be submission to arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996 and any modification thereof for the time being in force.

iii) Provided always that the Employer shall not withhold the payment of an interim certificate nor the contractor in any way delay the carrying out of the works by reasons of the existence of any such matter, question or dispute or difference to be referred to arbitration but shall proceed with the work with all due diligence and shall until the decision of the arbitrator abide by the decision of the Architects and no award of the Arbitrator shall relieve the contractor of his obligation to adhere strictly to the Architect's instructions with regard to the carrying out of the works.

iv) The Arbitrator(s) may from time to time with the consent of the parties enlarge the time for

making and publishing the award.

v) The venue for Arbitration shall be **Chennai**.

vi) Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification of re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

**36. Right of technical scrutiny of final bill**

The Employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid it shall be lawful for the Employer to recover the sum.

**37. Employer entitled to recover compensation paid to workmen**

If, for any reason, the Employer is obliged, by virtue of the provisions of sub-section (1) of Section 12 of the Workmen's Compensation Act 1923, to pay compensation to workmen employed by the contractor, in execution of works, the Employer will recover from the contractor the amount of compensation so paid, and without prejudice, to the right of the Employer under sub-section (2) of Section 12 of the said Act, the Employer will be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the contractor under this contract or otherwise. The Employer shall not be bound to contest any claim made against him under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all cost for which the Employer might become liable in consequence of constructing such claim.

**38. Labour Laws/Regulations**

The contractor shall employ Labour in sufficient numbers directly or through sub-contractors to maintain throughout the period of the contract the rate of progress required according to the approved programme of the work and of quality to ensure proper workmanship in accordance with specifications and drawings and the Architect's/Employer's instructions.

The contractor will comply with the provisions of all Acts of Government relating to labour and the rules and regulations made thereunder from time to time. He shall also submit at the proper time all particulars and statements required to be furnished to the Labour Authorities on being directed to do so by the Architects.

The Contractor shall maintain full record of all labour employed by him and shall make all payments required to be made under Provident fund (PF) and Employee State Insurance (ESI) scheme under the code number of the Employer and shall lodge receipts of such payment with the Employer. If the contractor fails to make the payments the Employer reserves the right to deduct the same from the contractor's bills.

38. (i) The contractor shall register and obtained necessary licenses, maintain all register, records, notices and document and submit returns as prescribed by various enactment required under various statutes including the contract labour (regulation and abolition) Act, 1970 and rules made there under as applicable to the contractor and ensure compliance of all the statutory regulations that are in force and that may become applicable in future from time to time in all matters concerning this agreement.

38(ii) The contractor shall indemnify the employer against any liability that may arise due to

non-compliance of any provision under the said contract labour (abolition and regulation) Act, 1970 or any enactment affecting the work contemplated under this agreement.

### **39. Apprentice Act**

The contractor shall comply with the provisions of the Apprentice Act 1961 and the rules and orders issued thereunder from time to time. Failure to do so will amount to breach of contract. The contractor shall also be liable for any pecuniary or other liability arising on account of any violation by him of provisions of the Act.

### **40. When contractor dies**

Without prejudice to any rights or remedies under this contract, if the contractor dies, the Employer shall have the option of terminating the contract without compensation to the contractor.

### **41. Theoretical Check** (If supply is made by Employer to contractor partially or wholly)

After the completion of the work the theoretical quantity of cement to be used on the work shall be calculated on the basis of CPWD data. Over the theoretical quantity so calculated a variation upto 5% plus or minus shall be allowed.

The difference in the quantity of cement actually supplied to the contractor and the theoretical quantity including the authorized variation, if not returned by the contractor at the place that may be specified, shall be recovered for at thrice the supply rate without prejudice to the provisions of the relevant condition regarding the return of the surplus materials.

In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variations on the minus side as stipulated above), the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of the supply rate.

The provision of the foregoing sub-clauses shall apply in the case of steel, if supplied, except that the theoretical quantity shall be taken as the quantity actually fixed and tied or erected in position, as per design or as authorized by the Architects and measured for payment at the steel work rate in the bills of quantities, including authorized lappages; over this theoretical quantity shall be added a variation up to 5% due to wastage being more or less and scrap steel of lengths less than 2 meters shall form part of the wastage and shall not be taken back as steel in good condition.

### **42. Return of Surplus Materials**

Notwithstanding anything contained in any or all of the clauses of this contract, where any materials for the execution of the work have been supplied by the Employer in whatever manner, the contractor shall hold the said materials economically and solely for the purposes of this contract and not dispose of them without the permission of the Employer and return if required what may be left with him after the completion of the contract or at its termination for any reason whatsoever, on being paid or credited such prices as the Architect/Employer shall determine having due regard to the condition of the materials. The decision of the Architect/Employer in this regard will be final. Provided that the contractor shall not be entitled to return any such material unless with such consent and if the Employer does not so require the material to be returned the contractor may at his risk and expense dispose of the materials and he shall not be entitled to any compensation whatsoever in this regard and provided that steel in lengths of less than 2 meters shall not be deemed to be steel in good condition.

#### 43. Site Drainage

All water which may accumulate on the site during the progress of the works, or in trenches and excavations, from other than the excepted risks (as defined in this contract) shall be removed from the site to the satisfaction of the Architects, at the contractor's expense.

#### 44. Nuisance

The contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.

#### 45. Watching and Lighting

The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Architects for the protection of the works or for the safety and convenience of those employed on the works or the public.

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### APPENDIX HEREINBEFORE REFERRED TO

#### CLAUSE NO:

Defects Liability Period	: Twelve Months
Date of Commencement	: As indicated in Clause-5 of Notice Inviting Tender
Time for Completion	: Total work shall be completed with in <b>8 months</b> from the date of commencement.
Value of works for interim certificates	: 4 lakhs
Mobilization Advance	: 10% of the Contract value against equal Bank Guarantee
Retention Percentage	: 5% on running bills till it reaches 2.5% of the total contract value (2.5% having been paid at the time of award of work as EMD and initial security deposit).
Security Deposit	: 2.5% of the total value of the contract.
Installment to be returned after virtual completion	: Initial Security Deposit comprising bank guarantees will be released along with the final bill and the balance after 12 months of the date of virtual completion.
Period for honouring Bills	: 100% of the net bill value*, in/ 15-30 days from the date of Certification by the Architect
Liquidated damages	If the contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 28 hereof the contractor shall pay or <b>allow the Employer to deduct the sum @ Rs.2000 per day</b> named in the Appendix as

"Liquidated Damages" for the period during which the said works shall remain incomplete and the Employer may deduct such damages from any money due or that may become due to the contractor.

\*Arrived at, after deduction of the Pro-rata advance, retention money, I.T. deduction, Sales Tax deduction and other recoveries if any.

### **TERMS & CONDITIONS**

1. The date of commencement will be reckoned from the 10th day after the date of the written order to commence work or the date on which the site is handed over whichever is later.
2. The time allowed for the completion of total work shall be **8 months** from the date of commencement. Time is essence the essence of the contract which you should adhere to strictly.
4. The work should be executed in coordination with other agencies whom the owners may employ to carry out items of work not covered in your quotation.
5. Retention money equivalent to 5% of the value of the contract will be deducted at the rate of 5% of the value from each bill.
6. 50% of the retention money will be returned on virtual completion of the work as certified by the Architect and the balance 50% will be returned after the expiry of the defects liability period of 12 months, or after the defects, if any, have been rectified to the satisfaction of the Architect, whichever is later.
7. Mobilization advance of 10%(Ten percent) of the contract value will be paid with respect to the constructional plant mobilized at site as per clause 32-A against furnishing a bank guarantee from a Bank valid for full period of contract. This advance will be recovered from the running bills on pro-rata basis.
8. You shall make their own arrangements at their risk for all the materials required for the work.
9. The rate quoted by you shall remain firm till the completion and handing over of the building.
10. **The rates quoted by you shall be inclusive of all taxes, Sales tax on works contract, duties, ESI& PF, Service Tax, and educational cess(The component of service tax & educational cess shall not be included in each item of work and shall be quoted separately), royalties, duties, etc.**

**The Contractor agrees to pay his employees wages within the time prescribed under payment of wages act/minimum wages act and shall pay the statutory contributions in time. Any delay in this and its consequences shall be responsibility of the Contractor.**

**The authorized official of the Employer/Architect can interact or inspect the Contractor's employees if required on all matters relating to this contract.**

**Contractor will be responsible for any and all statutory dues (including PF, ESI, Service Tax, Education Cess, Sales tax , Octroi, etc.) in relations to the contract work entrusted to him by the employer.**

**Contractor is required to submit the proof of having remitted the statutory dues (especially the PF and ESI) along with each running bill. The proof should be in the form of copy of the challan (with Bank acknowledgement) and the amount considered for payment of the statutory dues should include amounts pertaining to the contract work and relate to the period of the contract work.**

**On failure to do the above, the employer will have right to adjust/recover the necessary amount (equivalent to the statutory dues) from the outstanding dues or the running bills of the contractor. Such adjustment/recoveries will be refunded only on the receipt of the proper proof from the contractor for having remitted the statutory dues to the concerned statutory authorities.**

**Employer will remit the statutory dues with the concerned statutory authorities if the proof of remittance is not provided by the contractor prior to the completion of the contract work.**

**The Contractor undertakes to register himself and obtain licence for engaging labour to execute the work as required under the Contract Labour (Regulation and Abolition) Act, 1970 and amendments thereof and the Tamil Nadu Contract Labour (Regulation and Abolition) Rules.**

**The Contractor undertakes to comply with the provisions of various labour laws applicable to his employees and shall be responsible for maintaining statutory records as notified by Central and State Legislations from time to time. These records shall be made available for inspection as and when called for by the Employer/ or his authorized persons.**

**The Contractor and their employees shall work independently and not as an employee of the Clients.**

**The Contractor is responsible for the safety of their workmen. The Employer is not any way responsible /accountable for any injury/mishaps to them. However the Contractor will at all times indemnify the Employer against any claim/compensation payable in consequence of any accident/injury sustained by any of their workmen which may be made under any Central/State Laws/Acts.**

**The workmen employed by the Contractor will have no claim whatsoever on the Employer and shall not rise any industrial dispute either directly or indirectly with or against the Employer, in respect of any of their service conditions as long as they are employed at the Employer's premises for the execution of the above mentioned work.**

**T.CHANDRAN  
Architect**

**CTC Designers**