

जीवाजी विश्वविद्यालय, ग्वालियर

क्रमांक/स्टोर/19/504

दिनांक: 01.03.2019

ई-निविदा-सूचना

ओ.एम.आर. उत्तरपुस्तिकाएं क्रय, सामान्य मुद्रण कार्य, स्टेशनरी क्रय, बाईन्डिंग कार्य, **University Record Digitalisation** कार्य, **P.U. Flooring and 1000 Lux, LED Lights and other work**, टेन्ट एवं डेकोरेशन कार्य एवं लाईट कार्य हेतु निविदा

जीवाजी विश्वविद्यालय में वर्ष भर के लिये ओ.एम.आर. उत्तरपुस्तिकाएं क्रय, सामान्य मुद्रण कार्य, स्टेशनरी क्रय, बाईन्डिंग कार्य **University Record Digitalisation** कार्य, **P.U. Flooring and 1000 Lux, LED Lights and other work** एवं वर्ष भर आयोजित होने वाले विभिन्न कार्यक्रमों तथा दीक्षांत समारोह, कॉन्फ्रेंस, वर्कशॉप, युवा उत्सव, खेल प्रतियोगिताओं आदि में टेन्ट एवं डेकोरेशन कार्य एवं लाईट कार्य हेतु वार्षिक रेट कॉन्ट्रैक्ट हेतु अनुभवी फर्मों से <https://mptenders.gov.in> पर ऑनलाइन निविदा आमंत्रित की जाती है। विवरण निम्नानुसार है -

क्र.	टेण्डर आई.डी क्रमांक एवं दिनांक MP/JUG/Tender No. & Date	कार्य का विवरण	कार्य की अनुमानित राशि	धरोहर राशि रु. डिमान्ड झापट	निविदा प्रपत्र की कीमत रु.
1	2019-JUG-1	ओ.एम.आर. उत्तरपुस्तिकाएं क्रय	3,50,00,000/-	10,50,000/-	15000/- (वापसी योग्य नहीं)
2	2019-JUG-2	सामान्य मुद्रण कार्य (द्वितीय निविदा)	20,00,000/-	60,000/-	5000/- (वापसी योग्य नहीं)
3	2019-JUG-3	स्टेशनरी सामग्री (द्वितीय निविदा)	20,00,000/-	60,000/-	5000/- (वापसी योग्य नहीं)
4	2019-JUG-4	बाईन्डिंग कार्य (षष्ठ निविदा)	10,00,000/-	30,000/-	2000/- (वापसी योग्य नहीं)
5	2019-JUG-5	University Record Digitalisation (द्वितीय निविदा)	80,00,000/-	2,40,000/-	15000/- (वापसी योग्य नहीं)
6	2019-JUG-6	P.U. Flooring and 1000 Lux, LED Lights and other work for Gymnasium (द्वितीय निविदा)	50,00,000/-	1,50,000/-	10000/- (वापसी योग्य नहीं)
7	2019-JUG-7	टेन्ट एवं डेकोरेशन कार्य (द्वितीय निविदा)	15,00,000/-	45,000/-	2000/- (वापसी योग्य नहीं)
8	2019-JUG-8	लाईट कार्य (चतुर्थ निविदा)	10,00,000/-	30,000/-	2000/- (वापसी योग्य नहीं)

निविदा प्रपत्र एवं निविदा की समस्त शर्तों का अवलोकन विश्वविद्यालय की वेबसाइट www.jiwaji.edu पर भी किया जा सकता है।

1. ऑनलाइन टेन्डर परचेज करने की अंतिम दिनांक 28.03.2019 तक 5:00 PM
2. ऑनलाइन टेन्डर (प्राइज बिड) जमा करने की अंतिम दिनांक 30.03.2019 तक 5:00 PM
3. ई.एम.डी. शपथ पत्र, तथा आवश्यक दस्तावेज स्पीड पोस्ट/पंजीयन डाक से जमा करने की अंतिम दिनांक 04.04.2019 तक 5:00 PM
4. टेक्नीकल बिड खोलने का समय एवं दिनांक 09.04.2019 को 03:00 बजे
5. निविदा की शेष तिथियाँ सम्पूर्ण जानकारी, शर्तें एवं समस्त संशोधन केवल उपरोक्त दर्शाई गई वेबसाइट पर देखी जा सकती है इस हेतु अलग से कोई विज्ञापन/समाचार पत्रों में प्रकाशित नहीं किया जायेगा।
6. किसी भी कार्य की निविदा स्वीकृति/अस्वीकृति/निरस्तीकरण या संशोधन के अधिकार कुलसचिव को है।


कुलसचिव

जीवाजी विश्वविद्यालय, ग्वालियर

क्रमांक/स्टोर/19/504

दिनांक 01/03/2019

ई-निविदा-सूचना

पी.यू. फ्लोरिंग एवं अन्य कार्य हेतु निविदा

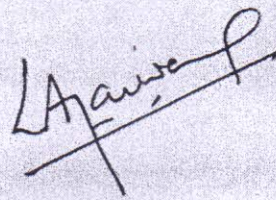
जीवाजी विश्वविद्यालय जिम्नेजियम हॉल में पी.यू. फ्लोरिंग एवं अन्य कार्य हेतु अनुभवी फर्मों से <http://mptentender.gov.in> पर ऑनलाईन निविदा आमंत्रित की जाती हैं। विवरण निम्नानुसार है-

क्र०	टेंडर आई.डी.क्रमांक MP/JUG/Tender No.	कार्य का विवरण	घरोहर राशि रू०	निविदा प्रपत्र की कीमत रू०
1.	2019/JUG-6	पी.यू. फ्लोरिंग एवं अन्य कार्य हेतु	1,50,000/-	5000/- (वापसी योग्य नहीं)

निविदा प्रपत्र एवं निविदा की समस्त शर्तों का अवलोकन विश्वविद्यालय की वेबसाइट www.jiwaji.edu पर भी किया जा सकता है।

- ऑनलाईन टेंडर परचेज करने की अंतिम दिनांक 28/3/19 तक शाम 05:00 बजे
- ऑनलाईन टेंडर (प्राइज बिड) जमा करने की अंतिम दिनांक 30/3/19 तक शाम 05:00 बजे
- ई.एम.डी., शपथ पत्र तथा आवश्यक दस्तावेज स्पीड पोस्ट/पंजीयन डाक से जमा करने की अंतिम दिनांक 4/04/19
- टेक्नीकल बिड खोलने का समय एवं दिनांक 9/04/19 को 03:00 बजे
- निविदा की शेष तिथियाँ सम्पूर्ण जानकारी, शर्तें एवं समस्त संसोधन केवल उपरोक्त दर्शाई गई वेबसाइट पर देखी जा सकती हैं इस हेतु अलग से कोई विज्ञापन/समाचार पत्रों में प्रकाशित नहीं किया जायेगा।
- किसी भी कार्य की निविदा स्वीकृति/अस्वीकृति/निरस्तीकरण या संसोधन के अधिकार कुलसचिव को हैं।


कुलसचिव



TENDER DOCUMENT

Name of Work: Laying of PU Sports Flooring for Indoor Multi-Functional Hall at Jiwaji University, Madhav Rao Scindia Gymnasium, Gwalior

(M.P.)

S. No.	Ref. No.	Name of Work & Location	Estimated cost put to bid	Tender Cost	Earnest Money	Period of Completion	Last date & time of submission of bid, EMD, e-tender processing fee and other Document as specified in the press notice	date & time of opening of bid
1	2	3	4	5	6	7	8	9
1	No. 18/351	Laying of PU Sports Flooring For Indoor Multi-Functional Hall at Jiwaji University, Madhav Rao Scindia Gymnasium, Gwalior (M.P.)	Rs. /- Item in Rupees	Rs. 5,000/- in Form of Demand Draft.	Rs. 1,50,000/- in form of Demand draft/Banker's Cheque/ Pay order in favour of Registrar, Jiwaji University, Gwalior.	90 days		

TENDER ISSUED TO:

.....

.....

L. Anwar

PART I : (TECHNICAL BID)

JIWAJI UNIVERSITY
MADHAV RAO SCINDIA GYMNASIUM
GWALIOR (M.P.)

Handwritten signature

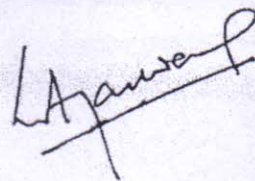
NOTICE INVITING TENDER

1. The Registrar, Jiwaji University, Gwalior invites the online bids in electronic tendering system for the work of "Laying of PU Sports Flooring for Indoor Multi-Functional Hall at Jiwaji University, Gwalior (M.P.)" from reputed contractors.
2. The estimated cost of the work is Rs. /- (Rupees Only).
3. The total time for carrying out the work will be 2 months. The date of commencement shall be reckoned from the 10th day of issue of award letter / work order.
4. Cost of Tender is Rs 5000/- (Rupees Five Thousand only) (non refundable).
5. The Earnest Money Deposit (EMD) amounting to Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) as Demand Draft /Banker's Cheque / Pay Order of a scheduled bank and drawn in favor of "Registrar, Jiwaji University, Gwalior" payable at Gwalior (M.P.) should accompany the tender.
6. Tender received without EMD will be invalid and rejected.
7. The Bid document is available online and the bid should be submitted in online mode on website <https://mpeproc.gov.in> Bidders would be required to register in the web site which is free of cost.
8. Key Dates are as follows:
 - a) Date of online / press publication :
 - b) Documents download start and end date :
 - c) Bid submission start and end date :
 - d) Physical submission of EMD, Cost of tender : Document, Eligibility documents required for post Qualification and other necessary documents.
 - e) Date of Technical bid opening. : evaluation of technical bid followed by opening of financial bid.
9. The Tender documents shall be uploaded and submitted in envelopes as mentioned below:

Envelope 1: shall contain cost of tender document and Earnest money deposit (EMD) in shape of demand draft as prescribed

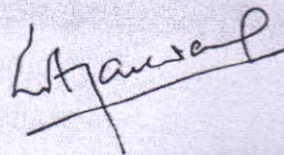
Envelope 2: shall contain scanned copies of all "Technical Documents (except financial bid) and Eligibility Information documents"

Envelope 3: shall contain sealed envelope-1 and envelope-2 above and sealed together in envelope-3. All envelopes to be label "Name of Work" "Name of Agency" and Last date of submission.
10. The bidders are required to submit original demand draft towards cost of tender document, original demand draft towards Earnest Money (EMD) and other documents in envelopes as mentioned above in the office of The Registrar, Jiwaji University, Gwalior, as specified in key dates above, failing which the bid will be declared non-responsive. Each and every page of all



the documents submitted by the bidder must be self attested by him. Any tender submitted through e-tendering process but without physical submission of documents mentioned above may be treated as invalid and may be rejected without opening.

11. The bids shall be opened in the office of The Registrar, Jiwaji University, Gwalior, as specified in key dates above. In their interest the tenders are advised to be present along with original documents at the time of opening of tenders. If the office happens to be closed on the date of opening of bids as specified, the bids will be opened on the next working day at the same time and venue. The Technical bids shall be opened first and if required by the committee, the opening of financial bids may be postponed to a next date which shall be intimated to the bidders.
12. Other details can be seen in the bidding documents. The officer inviting tenders shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the employer shall not be liable for any information not received by the bidder. It is the bidders responsibility to verify the website / press notifications for the latest information related to the tender.
13. The contractor must have a valid GST registration number at the time of tender.
14. The contractor must have completed minimum 5 (five) number of similar nature of works (PU Sports flooring) in last three years.
15. The Employer does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates as quoted. Also, the employer reserves the right to reject any or all the tenders without assigning any reason whatsoever.
16. Tender submitted shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 120 days from the date of opening shall be by mutual consent.
17. The tenderer shall quote rates both in figures and words. He shall also workout the amount for each item of work and the amount shall be both in figures and words. In case, there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him.
18. The bidder should see drawings/details and in case of doubt, which may in any way influence his tender: obtain required particulars from the competent authority as no claim whatsoever will be entertained for any alleged ignorance thereof.
19. Before tendering, the bidder shall inspect the sites to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locally including stacking of materials, installation of tools and plants (T & P) etc., conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of the work contract. Contractor has to make his own arrangements for



the documents submitted by the bidder must be self attested by him. Any tender submitted through e-tendering process but without physical submission of documents mentioned above may be treated as invalid and may be rejected without opening.

11. The bids shall be opened in the office of The Registrar, Jiwaji University, Gwalior, as specified in key dates above. In their interest the tenders are advised to be present along with original documents at the time of opening of tenders. If the office happens to be closed on the date of opening of bids as specified, the bids will be opened on the next working day at the same time and venue. The Technical bids shall be opened first and if required by the committee, the opening of financial bids may be postponed to a next date which shall be intimated to the bidders.
12. Other details can be seen in the bidding documents. The officer inviting tenders shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the employer shall not be liable for any information not received by the bidder. It is the bidders responsibility to verify the website / press notifications for the latest information related to the tender.
13. The contractor must have a valid GST registration number at the time of tender.
14. The contractor must have completed minimum 5 (five) number of similar nature of works (PU Sports flooring) in last three years.
15. The Employer does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates as quoted. Also, the employer reserves the right to reject any or all the tenders without assigning any reason whatsoever.
16. Tender submitted shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 120 days from the date of opening shall be by mutual consent.
17. The tenderer shall quote rates both in figures and words. He shall also workout the amount for each item of work and the amount shall be both in figures and words. In case, there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him.
18. The bidder should see drawings/details and in case of doubt, which may in any way influence his tender: obtain required particulars from the competent authority as no claim whatsoever will be entertained for any alleged ignorance thereof.
19. Before tendering, the bidder shall inspect the sites to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locally including stacking of materials, installation of tools and plants (T & P) etc., conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of the work contract. Contractor has to make his own arrangements for

L. Anand

- movement of men and material to site. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.
20. If the contractor fails to commence the work as per letter of award then the Earnest Money will be forfeited. After acceptance of the tender, the tenderer shall sign the necessary contract papers within 10 days of the intimation. Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor.
 21. Except writing rates and amount, the bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders.
 22. Before the last date of submission of tenders, the tender inviting authority may modify any of the contents of the tender notice, tender document by issuing amendment/Addendum.
 23. Any amendment/addendum issued by the tender inviting authority shall be part of the tender document.
 24. To give prospective tenderer reasonable time to take an addendum into account in preparing their bids, tender inviting authority may extend if necessary, the last date for submission of tenders.
 25. DEFECT LIABILITY PERIOD: 12 months from the date of completion of the work as certified by the employer.
 26. SECURITY DEPOSIT: A Sum @5% of the gross amount of the bill shall be deducted from total bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to security deposit of @5% of the tendered value of the work.
 27. COMPENSATION FOR LIQUIDATED DAMAGES: Contractor shall pay as compensation an amount equal to 0.5% (half per cent) or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement, for every week that the work remains uncommenced or unfinished or due quantity of work remains incomplete after the proper dates. Compensation to be paid shall not exceed 5% (five per cent) of the estimated cost of the work.

Answer

ARTICLES OF AGREEMENT

Articles of Agreement made on between Registrar, Jiwaji University, Gwalior (herein after referred to as owner / client) of the one part and (herein referred to as the contractor) as the other part.

WHEREAS the Client is desirous of getting the work of "Laying of PU Sports Flooring for Indoor Multi-Functional Hall at Jiwaji University, Gwalior (M.P.)", done and caused drawings, schedule of quantities and specifications describing the work.

AND whereas the said specifications and the schedule of quantities and other documents have been signed by representatives of both the parties.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

In consideration of the payments to be made to them as hereinafter provided the contractor shall upon and subject to the conditions hereinafter contained execute and complete the work at the rates specified in the attached schedule of quantities and with such materials as are provided for and in accordance with in all respect with specifications, designs, drawings and instructions in writing. Time for carrying out the work will be 2 months and the date of commencement shall be reckoned from the tenth day of issue of award letter.

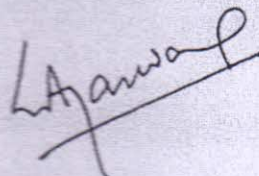
The Employer shall pay to the contractors such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.

This agreement contains the following documents in addition to pages of Articles of Agreement.

- i) Special Conditions of contract
- ii) General Conditions of Contract
- iii) Agreement of Rates
- iv)

Signed by _____

Contractor Owner (Client)



Annexure – 'A'

SPECIAL CONDITIONS MEMORANDUM

1. Name of work : - Laying of PU Sports Flooring & 1000 Lux of LED Lights for Indoor Multi-Functional Hall at Jiwaji University, Gwalior (M.P.)
2. Estimated cost : - Rs. /- Lakhs
3. Earnest money : - Rs.1,50,000/- (One Lakh Fifty Thousand Only)
4. Percentage to be retained as : - @5% of the total bill amount will be retained towards Security Deposit.
5. Date of commencement : - 10 days from the date of issue of work order for commencement of work.
6. Time limit for completion : - 3 months
7. Priced schedule of quantities : - Schedule of quantities is attached Contractor to fill the rates & amount.
8. Material to be supplied :- All material to be procured by the contractor
9. Period of final measurement :- Within one month from the date of handing over the work.
10. Release of security deducted :- The amount retained as in item no. 4 from the running bills to be released after 12 months of defect liability period if all the defects mentioned, if any, are rectified by the contractor.
11. Mobilization Advance :- No mobilization advance shall be payable to the contractor.
Forfeiting of Earnest Money. :- If the contractor does not start the construction on the site within one month from the issue the allotment of the work/ tender then earnest money of the contractor shall be forfeited and his contract shall be terminated.
12. Payment of Running Bills :- 50% payment within 10 days of submission of bill duly certified and balance within 20 days.
13. Secured Advance :- NIL
14. Insurance :- Responsibility of the contractor.
15. Escalation :- No escalation shall be payable on any account.
16. Water & Electricity :- The contractor shall arrange the water & Electricity connection. In case the water connection is provided by the client at one point, the water charges @ 1.5 % of total cost of work done shall be deducted from the bill. The electricity charges shall be paid by the contractor to the electricity department directly.

Arora

17. Schedule of Quantities :- As per the specifications.
18. Progress chart :- The contractor shall prepare Program / progress chart and submit same for the approval of the competent authority for its record within 15 days of the award of the work. The chart shall indicate the expected date of Commencement and completion of the each items of the work and shall be in a form approved by the competent authority. The chart shall indicate the scheduling of samples, submission of drawings and approvals.
19. Taxes :- The contractor shall include in his rates the GST (Goods and Services Tax) and any other tax payable and it shall be assumed that his rates covers all taxes.
20. Labour cess :- 1% labour cess as applicable shall be deducted from the bills of the contractor.
21. Specification :- Work shall be done as per the specifications given in tender document.
22. Income Tax :- The Income Tax as applicable shall be deducted as per govt. notification / regulation from the bill of the contractor.
23. Compensation or Liquidated damages :- The Compensation on account of delay in Execution of work shall be imposed @ 0.50% (zero point five percent) per week of the cost of delayed items subject to maximum of 5% (five percent) of contract value.
24. Arbitration clause :- In case of any dispute between two parties, the matter shall be referred to Arbitrator as per Arbitrator Law.

Agawa

AGREEMENT

GENERAL CONDITION OF CONTRACT

1. INTERPRETATION

In construing these conditions, the specifications, the priced schedule of quantities, tender and agreement the following words shall have the meanings here in assigned to the extent where the subject or context otherwise requires.

This contract shall comprise of the Articles of Agreement, General Conditions of Contract, Special Conditions, Additional Special Conditions, the Schedule of Quantities, Specifications, Letter of Acceptance of Tender and other documents mentioned in the contents sheet attached hereto and including those to which only reference is made herein.

EMPLOYER / OWNER Shall mean Jiwaji University, Gwalior on whose behalf the inquiry is issued and shall include his successors and assignees as well as the authorized offices/representatives:

COMPETENT AUTHORITY Shall mean Registrar, Jiwaji University, Gwalior.

TENDERER / BIDDER shall mean the firm/party/individual who quotes against the inquiry.

CONTRACTOR shall mean the successful tenderer whose tender has been accepted by the company and/or whom a letter of intent or order had be placed and shall include his heirs, legal representative and assignees.

SUB-CONTRACTOR shall mean the person/firm/party named in the contract undertaking a part of the work or any person/firm party to whom a part of the contract has been sublet with the consent of the employer/owners in writing and shall include his heirs, successors, legal representatives and assignees.

CONTRACT PRICE shall mean, if there is a formal agreement the prices referred to in the agreement or if there is no formal agreement the prices agreed to be the value of the contract.

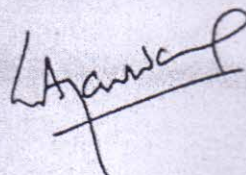
THE CONTRACT Shall mean the Articles of Agreement, these conditions, the priced schedule of quantities, and/or the specifications. The instructions issued till the receipt of the tender and the letter of acceptance of contract.

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 addresses or registered office of addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

SITE Shall mean the actual place of the proposed project at Sector 26 Chandigarh is to be executed under the contractor. It shall also include any other land allotted by the owner for the contractor's use.

BUILDING /SITE Shall mean the proposed Building / structure for which construction is to be done.

VIRTUAL COMPLETION Shall mean that the building is in the opinion of Architect/Engineer-incharge/ Governing Council is fit for occupation.



SCOPE OF CONTRACT:

The contractor shall carry out and complete the work in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of the competent authority. The competent authority may in their absolute discretion from time to time issue further drawings and or written instruction, details direction and explanation which are hereafter collectively referred to as "competent authority's Instruction" in regard to:

- a) The variation or modification of the design, quantity or quality of work or the additions or omission or substitution of any work.
- b) Any discrepancy in the drawing or between the schedule of quantities and/or drawing and specification. Scope of contract shall be as Agreement.
- c) The removal from the site of any materials brought there on by the contractor and the appendix and the drawings, additional instructions issued till the receipt of the tender and the letter of acceptance of contract.
- d) The removal and re-execution of any works executed by the contractor.
- e) The opening up for inspection of any work covered up.
- f) The amending and making good of any defects.

3. DRAWINGS AND SCHEDULE OF QUANTITIES

- a) All drawings marked "Released for construction" shall be followed which shall be issued to the contractor progressively after the award of contract.

SCHEDULE OF QUANTITIES The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the sports authority Specifications.

4. DATE OF COMMENCEMENT AND COMPLETION

The date of commencement shall be taken from the 10th day from the date on which the letter of intent or work order is issued to him to start the work, and shall there upon and forth with begin the works and shall regularly proceed with and complete the same on or before the "Date of completion" stated in the Appendix, subject, nevertheless to the provision for extension of time hereinafter contained.

In case of failure on part of the contractor to give proportionate progress on proportionate time then the company through the competent authority may recover by the way of liquidated damages the amount as describe in the appendix attached herewith.

5. TIME SCHEDULE WORK SCHEDULE

The contractor shall submit the completion schedule for the work to be completed in 2 months.

6. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawing, priced schedule of quantities and specifications taken together, whether the same may or may not be particularly shown or described there in, provided that the same can reasonably be inferred there from. If the

Answer

contractor finds any discrepancy therein he shall immediately and in writing refer the same to the competent authority. Figured dimensions shall be followed in preference to seen. The contractor shall provide for ground and municipal water and electricity for carrying out of the work. In case of water being brought from any other sources, the same shall be got tested and used only after specific written permission from the Competent authority. The owner shall on no account be responsible for the expense incurred by the contractor for hired ground or water or electricity obtained from any source. All connections for distribution from the electric main to the points shall be to the contractor's account. He shall arrange to install a rented meter and pay for the energy consumed by him. All wiring from the switch board and meter shall be removed by the contractor on completion of the work. He shall line to the satisfaction of the competent authority.

The contractor shall supply, fix and maintain at his cost during the execution of any works, all the necessary centering scaffolding, staging, planking, timbering, strutting, shoring, fencing, temporary barricading, dig watching and lighting by night as well as by day required for the protection of the public and the safety of any adjacent roads, streets, cellars, vaults, ovens, pavements, vats, Houses, buildings, and all other erections, matters or things. The contractor shall take down and remove all such centering scaffolding, staging, planking, timbering, strutting, shoring, barricading etc. as occasion shall require or when ordered to do so and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the competent authority.

7. POWER TO SPLIT UP WORK

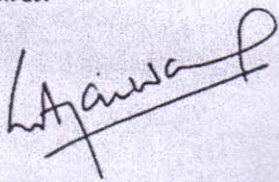
The competent authority reserves the right to split up the contract among more than one contractor if in the opinion of the Owner, the progress of work is unsatisfactory, by using same terms & conditions.

8. FIELD MANAGEMENT & COORDINATION OF WORK

- a) The field management will be the responsibility of the competent authority, may also they authorize their representatives for duties & functions.
- b) The competent authority shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies.

9. INTERPRETATION OF CONTRACT DOCUMENTS

- a) Except if and to the extent otherwise provided by the contract, the provisions of the General conditions of contract and special conditions shall prevail/over those of any other documents forming part of the contract. In Case of any discrepancy, inconsistency, error or omission in the contracts or any of them the matter may be referred to competent authority Whose decision shall be find and conclusive and the contractor shall carry out work in accordance with this decision.
- b) Works shown upon the drawing but not mentioned in the specifications or described in the specifications or described in the specifications without being shown on the drawings shall be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.
- c) In these contract documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.



10. SETTING OUT WORKS

The contractor shall set out the works and shall be responsible for the true and perfect setting. Out of the land and correctness of the position, levels, dimensions alignment of all parts thereof. If any time any error shall appear during the progress of any part of the work, the contractor shall at his own expense rectify such error, if called upon, to the satisfaction of the competent authority.

11. MATERIAL AND WORKMANSHIP TO CONFIRM TO DESCRIPTION

All materials procured will be of the respective kinds described in the priced schedule of quantities and or specifications and in accordance with competent authority instructions.

The contractor shall upon the request of the competent authority furnish them with all invoices, accounts, receipts and other therewith. The contractor shall at his own cost arrange for and or carry out any test of material which the competent authority may require at their cost.

12. FORCE MAJEURE

Any delay on or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages if any to the extent caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion or sabotage or fires, flood, explosions, riots or illegal strikes.

13. DELAY AND EXTENSION OF TIME

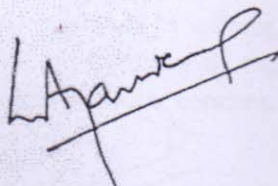
If in the opinion of the Architect the works has been delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or disputes with a adjoining or neighboring owner or public authorities or any other reason beyond the contract of the contractor which shall be accepted by Owner after examining the reason and hindrance register. Accordingly suitable time extension will be allowed. Shall make a fair reasonable extension of time for completion of the contract works.

- a) A hindrance register will be maintained at site which will be in the possession of the Supervisory Committee, all delays will be entered therein.

14. LIQUIDATED DAMAGES

A) COMPENSATION FOR DELAY

The time allowed for carrying out the work shall be the essence of the contract and shall be strictly observed. It shall be reckoned from the 10th day on which the order to commence the work is given to the contractor who shall ensure all due diligence to achieve progress of work in stipulated time.

A handwritten signature in black ink, appearing to read 'L. Agnew', is written over a horizontal line.

In case of contractor shall not withstanding issuance of a prior notice in this regard pay prospectively as quadrated damages, an amount up to 0.5% and maximum 5 % of the amount of contract or such lesser amount that the Governing Council may levy, for every week that the work remains un-commenced after 10 days of the issue of acceptance letter or the minimum progress of work stated above is not achieved or the work remains unfinished after the completion date. In case of continued default or short fall in progress, the competent authority may go on enhancing the levy of liquidated damages prospectively; each time limited to 0.5% the total estimated amount of work as per week of further default subject to maximum limit of 5% (five percent) of the amount of the contract. The Governing Council of the work on representation from contractor after hearing both the parties i.e. competent authority and contractor may reduce the amount of liquidated damages and his decision in writing shall be final.

B) BREACH OF CONTRACT LEVY OF DAMAGES

The competent authority, without prejudice to other right and remedies, under the provisions of the contract or otherwise after issuing a notice, in writing and getting the final bill be prepared absolutely determine the contract after levying compensation for damages of 5% of the amount of the contract, if the contractor commits breach of contract under any clause of the contract or in any of the following cases:-

- (i) If the contractor suspends the execution of the work and in spite of having been given a notice in writing by the competent authority fails to resume the work within ten days of the issue of the said notice.
- (ii) If the Contractor, having been given a notice in writing by the competent authority, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, workman-like manner or not in accordance with instructions of competent authority or without complying with the directions and requirements within a period of 10 days of the issues of said notice.
- (iii) If the contractor being a company shall pass a resolution or a Ground shall make an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the credit shall be appointed or if circumstances shall arise which entitle the Ground of creditor to appoint a receiver or manager or to make a winding up order.
- (iv) If the contractor commits any of acts or defaults as per clauses of the contractor as per clause 24 thereof. Provided further, that in case action under clause 24 as aforesaid levy of liquidated damages is also taken total amount of liquidated Damages and compensation for breach of contract under both the clauses shall be limited to 5% percent of the amount of the contract or the amount available with the owner.

The competent authority after the termination of the contract under this clause, the owner shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to Modify the design and scope of the work in any manner. The contractor shall have no claim against the department for treating the work in any manner deemed fit.

15. CHANGES IN CONSTITUTION

Where the contractor is a partnership firm, the prior approval in writing, of the company, shall be obtained before any change is made in the constitution of the firm. Where the contractor is and individual or Hindu undivided family business concern, such approval as

L. Anand

before said shall, likewise be obtained family business concern enters into any agreement with other parties where taken by the contractor. In either case if previous approval as aforesaid is not obtained the contract shall be deemed to have been allotted in contravention. Of clause 35 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.

The competent authority, without prejudice to other right and remedies, under the provisions of the contract or otherwise after issuing a notice, in writing and getting the final bill be prepared.

16. IF THE CONTRACTOR DIES

Without prejudice to any of the rights or remedied under this contract, if the contractor dies, the owner shall have the option of termination the contract without compensation to the contractor.

17. MEMBER OF THE COMPANY NOT INDIVIDUALLY LIABLE

No Director, or official or employee of the company/shall in any way be personally bound or liable for the acts or obligations of the company/under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters, or things which are herein contained.

18. COMPANY NOT BOUND BY PERSONAL REPRESENTATIONS

The contractor shall not be entitled to any increase on the schedule rates or any other right for claim whatsoever be reason of any representation, explanation promise or guaranties given, or alleged to have been given to him by any person.

19. SITE OFFICES

A) CONTRACTOR'S OFFICE

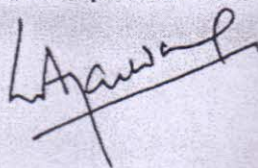
The contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions notice or other communications.

B) CLIENT'S OFFICE

The contractor shall provide adequate office accommodation for client and shall provide light to the same. The structure shall be removed on the completion of the works by the contractor at his cost.

20. SUPERVISION AND SITE ENGINEER

The Contractor on or after award of the work shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any shall be issued and instructions for construction given. The contractor shall be also provide to the satisfaction of the competent authority sufficient and qualified staff to supervise the execution of the works, competent engineering assistants, foreman and leading hands including those specially qualified by previous experience to supervise the types of



works comprised in the contract in such manner as will ensure work of the best quality, expeditions working and proper supervision shall be employed and whenever in the opinion of the competent authority this is not the case, additional and properly qualified supervisory staff shall be employed by the contractor without additional charge on account thereof. The contractor shall ensure to the satisfaction of the competent authority that the sub-competent and efficient supervision over the work entrusted to them.

21. DISMISSAL OF WORKMAN

The contractor shall on the request of the Competent authority immediately dismiss from the works any person employed thereon who may in the opinion of the Competent authority, be unsuitable or incompetent or who may misconduct himself and such person shall not again employed or allowed on the works without the permission of the Competent authority.

If and whenever any of the contractor's agents, sub-agents, assistants, foreman or other employees shall in the opinion of competent authority by quality of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the competent authority, the contractor, if so directed by the competent authority, shall at once remove such person or person from employment therein, Any person or person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all the costs in connection herewith.

- A) The contractor shall be responsible for the proper behavior of all the staff, foreman, workmen, and others, shall exercise a proper degree of control over them and in particular and without prejudice, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve the society of all consequent claims or actions for damages or injury or any other grounds whatsoever, the decision of the consultant upon any matter arising under this clause shall be final.

22. ASSIGNMENT & SUB-LETTING

- A) No part of the contract nor any share or interest therein shall in any manner or degree be transformed assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whatsoever except as provided for in the succeeding sub-clause, without the consent in writing of the owner.
- B) List of sub-contractors to be supplied.
- C) OWNER MAY TERMINATE SUB CONTRACTS.

If any subcontractor engaged upon the works at site executed any work which in the opinion of the competent authority is not in accordance with the contract document, the contractor may be given written notice, ask him to terminate such sub-contract and the contractor up on the receipt of such notice shall terminate such sub-contract and dismiss the sub-contractors and

L. Anwar

the latter shall forth with leave the works, failing which the company shall have the right to remove such contractors from the site.

D) No remedy for action taken under this clause.

No action taken by the company under this clause shall relieve the contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise, failing which the owner shall have the right to remove such sub-contractors from the site.

23. PATENTS AND ROYALTIES

The contractor if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and processes to be practiced or employed in the performance of this contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials composition of matters, to be used or supplied or methods and processed to be practiced or employed in the performance of this contract, is covered by a patent under which the contractor is not licensed under which the contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials composition, method or process shall obtain such licenses fees as may be necessary for performance of this contract. In the company as a result of such failure will be defended by the contractor at his own expenses and the contractor will pay any damages and costs awarded in such suit. The contractor shall promptly notify the owner if he has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the company of any equipment, machinery, materials, process, and methods to be supplied hereunder. The contractor agrees to and does hereby grant to company together with the right to extend the same irrevocable, royalty-free license to use in any country, any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.

24. LIEN

If at any time, there be evidence or any lien or claim for which the contractor might have become liable and which is chargeable to the contractor the owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the company against such lien or claims and if such lien or claim be valid the society may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the contractor. If any lien or claim remains the contractor shall refund or pay or compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

25. EXECUTION OF WORKS

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications. In the event of that the state, city or government bodies whose requirements are more stringent than those set forth in these specification and shall be considered part of these specifications and shall supersede these specifications where applicable, and instructions as may be furnished from time to time to the contractor by the Supervisory Committee/competent authority whether

Handwritten signature

mentioned in the contract or not. The contractor shall be responsible for that the works throughout are executed in the most substantial, proper and working like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfactions of the competent authority.

A) CLEARING THE SITE BEFORE STARTING WORK

The project site described and shown on the plan all around the building shall be cleared of all obstruction vegetation loose stones and materials, rubbish of all kinds as well as brushwood. All holes or hollows whether originally existing or produced by removal of loose stone or brushwood shall be carefully filled up as directed. Before the earth work starts the entire area should be made good by either cutting, up to 12" removing of grass girth up to 30cm measured at a height of one meter above ground.

B) CLEARANCE OF SITE AFTER COMPLETION

The contractor shall have to remove all malba from the site of work, dirt and dust from floors, wood work, white wash or colour wash, distemper or paint splashes from doors, windows, glass panels etc. before handing over the building to the employer.

The work shall not be treated as complete in all respects unless these requirements are fulfilled by him.

In the event of contractor's failure to do so the competent authority and employer shall have the right to get the site cleared, dust and dirt removed of splashes at the contractor's risk and costs without prejudice to the competent authority.

C) NOTICE TO BE GIVEN BEFORE WORK COVERED UP

The contractor shall give not less than seven days notice in writing to the Engineer-in-charge before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured.

Any breach of Supervisory the same shall be uncovered at the contractor's expenses or allowance shall be made for such work of the materials with which the same was executed.

D) The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-charge. The written instructions regarding any particular job will normally be passed by the Engineer-in-charge or his authorized representative. A work contractor for each sector in which the aforesaid written instructions will be signed by the contractor or his authorized representative by way of acknowledgement within 12 hours.

26. WORK IN MONSOON AND DEWATERING

The construction/erection of the work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon and other period. It shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.

Handwritten signature

27. PROTECTION OF WORKS

Should work be suspended by reasons of rain, strike, lock outs or any other cause, interest therein shall in any manner or degree be transformed assigned the contractor shall take all precautions necessary for protection of works and make good at his own expenses, any damage arising from any of these causes.

The contractor shall submit to the competent authority reports at regular intervals regarding the state and progress of work. The details and Performa of the report will mutually, be agreed after the award of contract.

28. DRAWINGS AND SCHEDULE OF QUANTITIES

Three complete set of the drawings and specifications and schedule of quantities shall be furnished by the competent authority to the contractors.

The competent authority shall furnish, with in such time as they may consider reasonable, two copies of any additional drawings which in their opinion may be necessary for the execution of any part of the work. Such copies be kept at the site of work and the competent authority or their representatives shall at all reasonable times have access to the same. The same shall be returned to the competent authority by the contractor before the issue of the certificates for the balance of his account under the contract.

This contract, the signed drawing, specification and schedule of quantities shall remain in the custody of the owners. They shall be produced by them at their office as and when required by the company or by the contractor.

- A) Where drawing are attached with tender, these shall be for the general guidance of the contractor to enable him to visualize the type of work contemplated and scope of work involved. The contractor will be deemed to have studied the drawings and formed and idea about the work involved.
- B) Detailed working drawings on the basis of which actual execution of the work is to proceed, will be furnished from time to time during the progress of the work. The contractor shall deemed to have gone through the drawings supplied to him thoroughly and carefully and conjunction with all other connected drawings and bring to the notice of the competent authority discrepancies if any, therein before actually carrying out the work.
- C) Copies of all detailed working drawings relating to the works shall be kept at the contractor's office on the site and shall be made available to the competent authority at any time during the contract.
- D) The drawings shall be returned to the company on completion of the works.

29. RESPONSIBILITY FOR LEVEL AND ALIGNMENT

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually

L. Anwar

any errors or imperfections therein. Such rectification shall be carried out by the contractor at his own cost, when instructions are issued to that effect by the competent authority.

30. UNFIXED MATERIALS WHEN TAKEN INTO ACCOUNT TO BE THE PROPERTY OF THE EMPLOYER

Wherein any certificates of which the contractor has received payment the Architects competent authority have included the value of unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the company and they shall not be removed from the site except for use upon the works without the written authority of the competent authority. The contractor shall be liable for any loss or damage to such materials at site. If cement and steel is arranged by the contractor then 75% secured advance of the materials (only steel) brought at site will be paid after physical verification at site and same amount will be adjusted in subsequent bills.

31. STORES SUPPLIED BY THE COMPANY

No stores shall be issued to the contractor.

32. BASIC RATE OF MATERIALS

No basic rate of material is fixed for this job. No escalation / difference in basic price of material, if any, shall be considered for payments.

33. MATERIALS OBTAINED FROM DISMANTLING

A) If the contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses and hereunder, the materials obtained in the work of dismantling etc. will be considered as the company property and will be disposed of to the best advantage of the company.

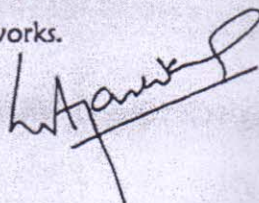
B) ARTICLES OF VALUE FOUND

All gold, silver and other materials of any description and all precious stones, coins, treasure, relics antiquities and other similar things which shall be found in under or upon the site, shall be the property of the competent authority and the contractor shall duly preserve the same to the satisfaction of the competent authority and shall from time to time deliver the same to such person or persons indicated by the company.

34. DISCREPANCIES BETWEEN INSTRUCTIONS

Should any discrepancy occur between the various instructions furnished to the contractor, his agents or staff or any doubt as to the meaning of any such instructions or should there be any misunderstanding between the contractors staff and the client staff, the contractor shall refer the matter immediately in writing to the competent authority whose decision thereon shall be final and conclusive and no claim of losses alleged to have been caused by such or misunderstanding shall in any event be admissible.

35. Alternations in specifications and designs, and extra works.

A handwritten signature in black ink, appearing to read 'L. Anand', is written over the text of clause 35. The signature is written in a cursive style and is positioned to the right of the clause text.

The competent authority shall have power to make any alterations, in omission from, addition to or substitutions, for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the competent authority, and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the main work. The time for completion of a work may be extended for the part of the particular job at the discretion of the competent authority for only such alternations, additions and omissions. The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the item 24 of memorandum.

36. ACTION WHERE NO SPECIFICATION IS ISSUED

In case of any class of work for which there is no such specification supplied by the company as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard specifications which are covered by IS Code, the work should be carried out as per standard Engineering practice subject to the approval of the competent authority.

a) Different rates for similar items in different section:

The contractor is expected to quote same rate for similar items of work in different sections, if the rate for similar item of work in different then the lowest shall be taken for the purpose of demand of the contractors.

INSPECTION OF WORKS

The competent authority and its representatives will have full power and authority to inspect the works at any time whenever in progress either on the site or the contractors, premises/workshops wherever situated, premises/ workshop of any person, firm or corporation where work in connection with the contract may be in hand or where from material are being or are to be supplied, and the contractor shall afford or procure for the competent authority every facility and assistance to carry out such inspection. The contract shall, at all other times at which reasonable notice of the intention of the competent authority every facility and assistance to carry out such inspection. The contractor shall at all other times at which reasonable notice of the intention of the competent authority to visit the works shall have given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly consented in writing present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

- A) No material shall be dispatched to site from the contractor's stores before obtaining the approval in writing of the competent authority in case the said material is required at the site of work.
- B) The contractor is to provide at times during the progress of the work and maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of works by the competent authority.

L. Anwar

37. ASSISTANCE TO THE ARCHITECT/ENGINEER-IN-CHARGE

The contractor shall make available to the competent authority free of cost all necessary instruments and assistance in checking of setting out of works and in the checking of any works made by the contractor for the purpose of setting out and taking measurements of works.

38. TESTS FOR QUALITY OF WORKS

As per specifications.

39. SAMPLES

As per specifications.

40. ACTION AND COMPENSATION IN CASE OF BAD WORK.

If it shall appear to the competent authority that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the contractor for the execution of the work are unsound, or of a quality inferior to that contract, or otherwise not in accordance with the contract, the contractor shall on demand in writing form the competent authority or his authorized representative specifying the work, materials or articles forth with rectify, or remove and reconstruct the work so specified and provide other proper and suitable materials or articles at his own charge and cost.

41. DAMAGE TO PERSONS AND PROPERTY INSURANCE

The contractor shall be responsible for all injury to persons, animals or things and for all damage to the structural and/or decorative part of property which may arise from operations or neglect of himself or of any nominated sub-contractor or any of his or sub-contractor's employees whether much Injury or damage arises from carelessness, accident or nay other cause whatever in any way connected with the carrying out of this contract.

This clause shall be held to include interalia, any way connected with the carrying out of this contract.

This clause shall be held to include interalia. Any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or cause way as well as all damage caused to the building and the work forming the subject of this contract by frost of rain or other inclemency of weather.

The contractor shall indemnify the employer and hold him harmless in respect of all and any expenses arising from such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of Government or otherwise and also in respect of award of compensation or damages consequent upon such claims, mentioned in the clause.

L. Anwar

The contractor shall reinstate all damage 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 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 works or in consequence thereof and shall at his own expenses arrange to affect and maintain, until the virtual completion of the contract got approved an approved and the contractor against such risks and deposit such policy or policies with the competent authority from time to time during currency of this contract or at common law in respect of any employee.

The contractor or any sub-contractor shall at his own expense affect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance on the joint names of the employer and the contractor against such risk and deposit such time during the currency of this contract. The contractor shall be responsible for anything which may be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of the contract.

The contractor shall also indemnify the employer in respects of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising there from.

The employer in consultation with of the competent authority shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damage from any sum or sums become due to the contractor.

A) SUSPENSION OF WORKS

The contractor shall if ordered in writing to suspend the works or any part thereof for such period and such time as so ordered and shall not, after receiving such written order proceed with the work therein ordered to be suspended until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason or temporary suspension of the works aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works aforesaid will be granted to the contractor should be apply for the same provided that the suspension was not consequent to any default or failure in the part of the contractor.

42. POSSESSION PRIOR TO COMPLETION

The competent authorities have the right to take possession or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contract agreement. If such period possession or use by the competent authority charge delays the progress of work, equitable

L. Arun

adjustment in the contractor's bill shall be liable to payment if any extra cost is involved in it, and the contract agreement shall be deemed to be modified accordingly.

43. CARE OF WORKS

From the commencement to completion of the works, the contractor shall take full responsibility for the care for all works including all temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the work shall be in good order and in conformity in every respect with the requirements of the contract and the competent authority's instructions.

44. DEFECTS PRIOR TO TAKING OVER

If at any time before the work is taken over, the competent authority shall:-

- a) Decide that any work done or materials used by the contractor or any subcontractor is defective or not in accordance with the contract, or that the works or any portion thereof are defective, or do not fulfill the requirements of contract (all such matters being hereinafter, called " Defects" in this clause),
- b) As soon as practicable give to the contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the contractor shall at his own expense and with all speed make good the defects so specified. In case contractor such steps as may in all circumstances so incurred by the society will be recovered from the amount due to the contractor. The decision of the competent authority with regard to the amount to be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except in minor respect that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 59.4 of General conditions of the contract) and have passed the test on completion, the competent authority shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which he shall certify the date on which the works have been so completed and have passed the said test and the company shall be deemed to have taken over by works have been divided into various groups in the contract, the company shall be entitled to take over any group or groups before the others and there upon the competent authority shall issue a completion certificate which will however, be for such group or groups so taken over only.

45. DEFECTS AFTER COMPLETION

The defects, Srinkage settlements or other faults which may appear within " defects liability period" stated in appendix hereto or if not stated then within twelve months after the virtual completion of the works, arising in the opinion of the Competent authority from material or workmanship not in accordance with the contracts, shall upon the direction in writing of the Competent authority and within such reasonable time as shall be specified there in, be amended and made good by the contractor, at his own cost, unless the Competent authority shall decide that he ought to be paid for such amending and making good, and in case of default the employer may not pay other person to amend and make good such defects, Srinkage settlement or other faults, and all damage, loss and expenses consequent thereon or

L. Anwar

incidental there to shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the company or may be deducted by the company upon the Competent authority certificate in writing from any money due to or that may become due to the contractor or the society may in lieu of such amending and making good by the contractor deduct from any money due to the contractor a sum to be determined by the Competent authority, equivalent to cost of amending such works and in the event of the amount being insufficient to recover the balance from the contractor, together with any expenses the competent authority may have incurred in connection therewith

Should any defective work have been done or materials supplied by any sub contractor employed on the works that has been nominated or approved by the competent authority as provided the contractor shall be liable to make good in the same manner as if such work of materials had been done or supplied by the contractor and subject to the provision.

The contractor shall remain liable under the provision of this clause notwithstanding the signing by the competent authority of any certificate for passing the bill.

46. CONTRACTOR'S REMUNERATION

The price to be paid by the owner to contractor for the whole of the work to be done and for the performance of all the obligations undertaken by the contractor under the contract documents shall be ascertained by the application of the respective schedule of rates and payment to be made accordingly for the works actually executed and approved by the competent authority. The sum so ascertained shall constitute the sole and inclusive remuneration of the contractor under the contract and no further or other payment whatsoever shall be or become due or payable to the contractor under the contract.

47. SCHEDULE OF RATES TO BE INCLUSIVE

- A) Schedule of rates shall be deemed to include and overall costs, expenses and liabilities of every description and all risks of everything to be taken in executing, completing and handing over the work to the company by the contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required through the contract document may not fully and precisely furnish them. He shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary for completion of the works.

The opinion of the competent authority as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor. Although the same may be shown on or described specifically in contract documents:

- B) Schedule of rates to cover construction plant, Materials, Labour etc. Without in any way limiting the provisions of the preceding sub clause the schedule of rates shall be deemed to include and cover the cost of all constructional plant, temporary works, pumps, materials, labour, insurance, fuel stores, and appliances to be supplied by the contractor and all other matters in connection with each item in the schedule of quantities and the execution of the works or any portion thereof finished completed in every respects maintained and as shown

L. Anwar

or described in the contract documents or as may be ordered in writing during the continuation of the contract.

C) Schedule of rates to cover Royalties, Rents and claims.

The schedule of rates shall be deemed to include and cover the cost of all royalties fees for all articles, processes, protected by letters, patent or otherwise incorporated in or used in connection with the works, also all royalties rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include and indemnity to the company which the contractor hereby gives against all actions, proceeding, claims damages, costs and expenses arising from the incorporation in or use on the works of any such articles, processes or materials. Octroi or other municipal or local board charges if levied on materials, equipment or machinery's to be brought to site for use of work will be borne by the contractor.

48. SCHEDULE OF RATES CANNOT BE ALTERED

For work under unit rate basis, alteration will not be allowed in the schedule of rates by reason of works or any part of them being modified, altered, extended, diminished or omitted. The schedule of rates are fully inclusive rates which have been fixed by the contractor and agreed to by the owner and cannot be altered.

NO escalation on any part shall be payable

49. MEAUREMENT PROCEDURE FOR MEASUREMENT/BILLING OF WORK IN PROGRESS

All work shall be done according to the drawings and instructions of the consultant, Figured dimension shall not be measurements & shall be taken of the actual work done.

All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the competent authority and the contractors authorized agent progressively. Such measurement will be got recorded in the measurement book by the competent authority or his authorized representative. And signed in token of acceptance by the contractor or his authorized representative. These measurements shall taken in accordance with the method of measurement of building and civil Engineering works IS: 1200- latest version and as mentioned in the specifications. The final measurement and valuation in respect of the contractor shall be completed within the "period of final measurement" stated in the Memorandum. No claim shall be entertained in respect of work after submission of the final bill the contractor.

For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the competent authority. If, however, he absents for any reason, whatsoever the measurement will be taken by the Engineer-in-charge or his representative, shall be acceptable to the contractor.

50. BILLING

The contractor will submit a bill in triplicate to the Engineer-in-charge of the work giving abstract and detailed measurement for the various items executed, 95% of the payable amount of bill will be released to the contractor as per item 13 of the Memorandum.

L. A. Anwar

51. PROVISIONAL SUMS APPLICATION OF

All work for which provisional sums of money are provided may be selected or ordered from any manufacturers or firms at the discretion of the competent authority and the competent authority reserves to himself/herself right of paying direct for any such work.

52. DELETED

53. PAYMENTS RUNNING ACCOUNT TO BE REGARDED AS ADVANCES

All running account payable shall be regarded as payments by way of advance against the final payment only and not as payments for the work actually done and completed, and shall not include the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the acquiring of any part thereof, in this respect, or of the occurring of any claim by the contractor, nor shall it conclude, determine or affect.

In any way the powers of the company under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within Two Months of the date fixed for completion of the work; otherwise, the competent authority's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties.

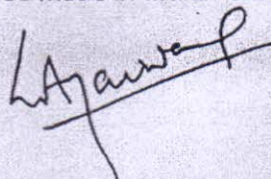
54. NOTICE OF CLAIMS FOR ADDITIONAL PAYMENT

Should the contractor consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of the works he shall forthwith give notice in writing to the competent authority that claims extra payment and/or compensation. Such notice shall be given to the competent authority any work or happening of any event upon which the contractor bases such claims and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on the part of the contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the company to reject any such claim and no delay in dealing therewith shall be waived by the company of any rights in respect thereof.

55. PAYMENT OF CONTRACTOR BILL

The gross value of works monthly done by contractor, 95% of the payable amount of bill will be released to the contractor within 20 days after the submission of bills as per condition No.13 of memorandum.

This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security, TDS, other taxes etc. Payment due to the contractor shall be made by the competent authority by crossed account payee cheque forwarding the same to registered office or the notified office of the contractor shall present this bill duly pre-receipted on proper revenue stamp. All payments shall be made in Indian currency.

A handwritten signature in black ink, appearing to read 'L. Anwar', is written over a horizontal line.

56. RECEIPT OF PAYMENT

Receipt of payment made on account of work when executed by the firm, must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the contractors are described in their tender as a limited company in which case the receipts must be sign in the name of the company by one of its Registrar officers or by some other persons having authority to give effectual receipt for the company.

57. COMPLETION CERTIFICATE

- A) Application for the completion certificate when the contractor fulfils his obligation under clause he shall be eligible to apply for completion certificate. The contractor may apply for separate completion.

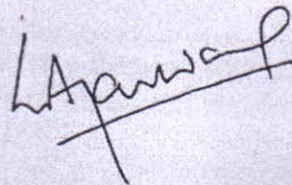
The competent authority shall normally issue to the contractor the completion certificate within one documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings, the contract documents.

- B) Within one month of the completion of the work in all respects, the contractor shall be furnished with a certificate by the competent authority of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleaned off the site completely not until the work shall have been measured by the Engineer-in-charge.
- C) If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, The competent authority may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the incurred and shall have no claim in respect of any such a scaffolding or surplus materials as aforesaid except for any such actually realized by the sale thereof.

D) COMPLETION CERTIFICATE DOCUMENTS.

For the purpose of clause 57(A) the following documents will be deemed to form the completion documents.

- (i) The technical documents according to which the work was carried out.
- (ii) Three sets of construction drawings showing therein the modification and corrections made during the course of execution signed by the competent authority.
- (iii) Completion certificate of for embedded and covered up works.
- (iv) Certificate of tests performed for various works.



- 4) Material appropriate statement for the materials issued by the Society for the works and lists of surplus materials returned to the company store duly supported by necessary documents.

58. FINAL DECISION AND FINAL CERTIFICATE

Upon the expiration of the period of liability and subject to the Engineer competent authority being satisfied that the works have been duly maintained by the contractor during monsoon or such period that the contractor has in all respect duly made up any subsidence and performed all his obligations under the contract, the competent authority shall (without prejudice the rights of the company to retain the provisions of relevant clause hereof, otherwise give a certificate to that effect and the contractor shall not be considered to have fulfilled the whole of his obligation under the contract until final certificate shall have been given by the competent authority notwithstanding any previous entry upon the work and taking possession, working or using the same or any part thereof by the company.

59. Certificate and payments on Evidence of completion:

No certificate other than the final certificate of payments against a certificate or on general shall be taken to be an admission by the company of the due performance of the contract or any part thereof or of occupancy or validity of any claim by the contractor.

60. Taxes, Duties etc.

The contractor agrees to and does hereby accept full and exclusive liability for the payment of duties, taxes etc. now for the payment of duties, increased, or modified and all the taxes etc. now or in force and hereafter increased, imposed, or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensioner annuities now or hereafter imposed by any central and state Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations, paid to the persons employed by the contractor and the contractor shall be responsible for the compliance with all obligations and restrictions.

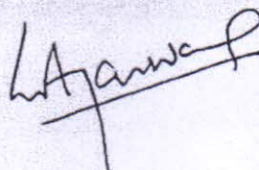
Imposed by the labour law or any other law affecting employer employees relationship and the contractor further agrees to comply, and to secure the compliance of all sub-contractors, with will applicable central, state Municipal and local laws and regulations and requirements of any central, state or Local Government agency or authority.

61. MINIMUM WAGES ACT AND RULES

The contractor shall comply with all the provisions of minimum wages Act in force at present.

All the provisions of the "Central PWD contractor's labour regulation "made by the contractor"

The CPWD Safety Code" framed time as well as Model Rules" for the protection of health and sanitary arrangements for workers employed by CPWD or its contractors shall also form part of this contract.



62. LABOUR LAWS

- a) The Contractor shall comply with the provision 2 labor Act and provisional of ESI, EPF and other Labor law etc. The competent authority shall not hold any responsibility therefore.
- b) The contractor shall not pay less than what is provided under law to laborers engaged by him on the work.
- c) The contractor shall at his expense comply with all labour laws and keep the society indemnified in respect thereof.

d) HEALTH AND SANITARY ARRANGMENTS FOR WORKERS.

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreements, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the company from time to time arrangements for all workers.

e) SAFETY REGULATION

In respect of all labour, directly or indirectly employed in the work for the performance of contractor shall at his own expense arrange for all the safe provisions as per safety codes of CPWD, Indian Standard Institution, the Electricity Act, The mines Act and such other acts as applicable in case.

63. DELAYED PAYMENTS

No interest shall be paid on delayed payments

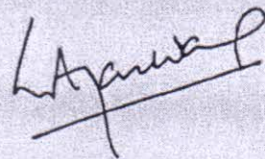
A) SETTLEMENT OF DISPUTES AND ARBIRATION

Except where otherwise provided for in the contract all questions, disputes or differences relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or this whatsoever in any way arising out of or relating to the contract, design, Drawings, specifications, estimate, instructions, orders or this conditions of or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion of abandonment thereof shall be referred to two technical person appointed from list two - three technical members supplied by the competent authority & contractor appointed by the competent authority shall be ex-office member of the team.

Subject as aforesaid the provision of the Arbitration Act (latest as applicable) any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the disputes to be referred to arbitration under this clause together with the amounts claimed in respect of each such dispute.

The arbitrator (s) may from time to time with the consent of the parties enlarge the time and for making and publishing the award.



The work under the contract shall, if responsibly possible continue during the arbitration proceeding and no payment due or payable to the contractor shall be with held on account of such proceedings.

The arbitrator shall be deemed to have entered into reference on the date he issues notice both the parties fixing the date of hearing. The arbitrator shall give a separate award in respect of each dispute or differences referred to him.

The venue of arbitration shall be such place as any be fixed by the arbitrator at his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on the parties to this contract.

The cost of arbitration shall be borne by the parties to the dispute as may be decided by the arbitrator.

B) Chandigarh courts shall have the exclusive jurisdiction for any dispute.

The above conditions shall be used in conjunction with special condition mentioned in the notice inviting tender.

64. INSURANCE

A) INJURY TO PERSON AND PROPERTY OWNER.

The Contractor shall be liable for and shall indemnify the competent authority against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the work, unless due to any act or neglect of the competent authority or of any person for whom the competent authority is responsible. Except for such loss or damage as at the risk of the under clause 67 of these conditions (if applicable) the Contractor shall be liable for and shall indemnify the competent authority against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the works, and provided always that the same is due to any negligence omission or default of the Contractor, his servants or agents or of any Sub-Contractor, his servants or agents.

65. INSURANCE AGAINST INJURY TO PERSON AND PROPERTY

- A) Without the prejudice to his liability to indemnify the competent authority under clause 65 of these conditions the Contractor shall maintain and shall cause any Sub-Contractor to maintain.
- (i) Such insurance as are necessary to cover the liability of the Contractor or as the case may be of Sub-Contractor in respect of personal injuries or death arising out of or in the course of or caused by the carrying out of the work.
 - (ii) Such insurance as may be specifically required by the Contract Bills in respect of injury or damage to property real or personal arising out of or in the course of or by reason of the carrying out of the work, and caused by any negligence, omission or default of the

Arora

Contractor, his servants or agents or, as the case may be of such sub-contractor, his servants or agents. The Contractor shall produce or cause any Sub-Contractor to produce for inspection the relevant policy or policies of insurance together with the receipts in respect of premiums paid under such policy or policies as and when required to do so by the competent authority provided always that as and when may be reasonably required by the OWNER the production by either the Contractor or any sub-Contractor of a current certificate of insurance from the company or firm which shall have issued the policy or policies aforesaid shall be a good discharge of the Contractor's obligation to produce or to cause the production of the policy/policies and the receipts in respect of premium paid.

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

Any such insurance as is referred to in the immediately preceding paragraph shall be placed with insurers to be approved by the competent authority and the shall have to deposit with him the policy or policies and the receipt in respect premiums paid. Should the Contractor or any sub-Contractor make default in insuring or in continuing to insure as provided in sub-clause (1) and (2) of this condition the competent authority may himself insure against any risk with respect to which the default shall have occurred and may deduct a sum equivalent to the amount paid in respect of premiums from any monies due to or become due to the Contractor.

66. INSURANCE OF THE WORK AGAINST FIRE, ETC.

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

Handwritten signature

shall have issued the said policy shall be a discharge of the Contractor's obligation to deposit with the competent authority policy or policies and the receipts in respect of premium paid.

- A) Upon settlement of any claim under the insurance aforesaid, the Contractor with due diligence shall restore work damage, replace or repair unfixed materials or goods which have been destroyed or injured, remove or dispose of any debris and proceed with the carrying out and completion of the work. All monies received from such insurance shall be paid to the Contractor by installment under certificates of the competent authority issued at the period of interim certificates named in the appendix to these conditions. The Contractor shall be not be entitled to payment in respect of the restoration of work damaged, the replacement and repair of any unfixed materials or goods and the removal and disposal and debris other than the monies received under the said insurance.
- B) All work executed and all unfixed materials and good intended for, delivered to and placed on or adjacent to work (except temporary buildings, plant, tools and equipment owned or hired by the Contractor or any Sub-Contractor) shall be at the sole risk of the Contractor as regards loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from, aerial objects, riot and civil commotion. If any loss or damage affecting the work or any part thereof or such unfixed materials or goods is occasioned by anyone or more of the said contingencies, then.
- (i) The occurrence of such loss or damage shall be disregarded in computing any amounts Payable to the Contractor under or by virtue of this contract.
- (ii) The Contractor with due diligence shall restore work damage, replace or repair any unfixed materials or goods which have been destroyed or injured, remove and dispose off any debris and proceed with carrying out and completion of the work. The restoration of work damaged, the replacement and repair of unfixed material and goods and the removal and disposal of debris shall be done by the Contractor at his cost.
- C) If the Contractor fails to take insurance of the work against fire etc. the competent authority can take such insurance at the cost of the contractor or recover from the Contractor the premium that he would have paid for such insurance.
- D) All insurance policies shall be valid up to Date of expiry of Defect Liability Period.

Agarwal

Sports Flooring Technical Specifications:

PRODUCT		CONSUMPTION	APPLICATION	REMARKS	
Primer For	Concrete	0.20 Kg/Sqm	Squeegee. Paint Roller	The Moisture Content Of The Concrete Should Be Less Than 4%.	
Cushioned Layer	Multi- Functional Hall	8mm Thick Cast In Situ Rubber Cushioned Layer Binder Rubber Granule Mixed With PU.	In Ratio 5:1 (5 SBR & 1 PU Binder) 5kg : 1 Kg P. Sqm.	Trowel Applied	The Granule Size of The SBR Must Be 1mm - 3mm.
Pore Sealer Layer		PSL (Pore Sealer Layer)	1.30 Kg/Sqm. In Two Equal Layers of 0.650 Kg. Each	Straight Edged Trowel	
Wear Coat			2.5 Kg/Sqm. In Equal Layers of 1.25kg Each	Notched Trowel	This Step Is Necessary In Order To Avoid Open Pores In The Elastic Layer Which Could Give Rise To Bubbles.
Top Color Coat	Top Layer		0.18 Kg/Sqm	Paint Roller	Critical Colours Regarding Coverage Must Be Applied Repeatedly Until Opacity Is Achieved
Line Marking			8 GM.	Paint Roller (Paint - Brush)	Critical Colours Regarding Coverage Must Be Applied Twice.

The consumption of material may vary depending upon the sub base level, Type & condition.

The brand must be approved by one of the Sports bodies like: Sports Authority of India (SAI)
/ Basketball Federation of India (BFI).

Agarwal