

CHRISTIAN MEDICAL COLLEGE VELLORE 632 004

**NAME OF THE WORK: Providing paver block with chain link fencing in
lease land for provisional store at CMC Kanigapuram campus. Vellore.**

GENERAL CONDITIONS OF CONTRACT

DEPT. OF ENGINEERING (PLANNING)

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITION OF TERMS

- 1.1 Unless repugnant to the subject or context, the following words & expressions shall Have the meanings hereby assigned to them.
- a) **ADMINISTRATION** shall mean the Christian Medical College at Vellore and includes any successor **ADMINISTRATION** which has the authority to deal with any Matter with which these presents are concerned and will be represented by the G.S. CMC as far as this **TENDER** and **CONTRACT** is concerned.
 - b) **DIRECTOR** shall mean the official holding the post of **DIRECTOR** in the **ADMINISTRATION**.
- 1.1.2 **GENERAL SUPERINTENDENT** shall mean the official in-charge of the general administration of the institution and shall include any other person/successor whom the **ADMINISTRATION** shall appoint on its behalf.
- 1.1.3 **CONTRACT** shall mean the agreement, or work order, the accepted Schedule of Rates, the relevant Indian Standard Specification / Tamil Nadu detailed Standard Specifications, the Special instructions, if any stipulated and agreed upon in respect of the work to which this contract relates, the drawings the tender forms, and all correspondence relating to the work and its execution.
- 1.1.4 **CONTRACTOR** shall mean the person, firm or company or any other body, whether incorporated or not, who enters into the contract with the **ADMINISTRATION** and shall include their executors, nominees, administrators, successors and permitted assignees.
- 1.1.5 **ENGINEER** shall mean the Superintending Engineer of the civil /Electrical engineering department of the **ADMINISTRATION**.
- 1.1.6 **ENGINEER'S REPRESENTATIVE** shall mean the official in the civil/ electrical engineering department who is authorized to be in-charge of the work to which these presents relate. It shall include any other official nominated to attend to the supervision of day to day execution of the work to which this **CONTRACT** relates.
- 1.1.7 **MANUFACTURER** shall mean a person or firm who is the producer and furnisher of material or designer and fabricator of equipment and supply to either the **ADMINISTRATION** or the **CONTRACTOR** or both under the **CONTRACT**.
- 1.1.8 **OTHERS** shall mean other successful Bidders who have quoted for other Works and whose bids have been accepted by the **ADMINISTRATION** and to whom the orders have been placed by the **ADMINISTRATION** and shall include their heirs, legal representatives, successors and permitted assignees.

- 1.1.9 **DRAWINGS** shall include any map, drawing, plan and or prints of tracings thereof annexed to the **CONTRACT** including any modification thereto and further drawings that may be issued by the **ENGINEER** from time to time.
- 1.1.10 **SITE** shall mean the lands & building or other places in which the work has to be carried out and any other place provided by the **ADMINISTRATION** for the purpose of the **CONTRACT**.
- 1.1.11 **WORKS** shall mean the work(s) to be executed in accordance with the **CONTRACT**.
- 1.1.12 **TEMPORARY WORKS** shall mean all works of every kind required for execution, completion and / or maintenance of the **WORKS** but not forming part of the **WORK**.
- 1.1.13 **SPECIFICATION** shall mean collectively all the terms and stipulations contained in general and Special Conditions, Technical Specification and such Amendments, Revisions, Deletions or Additions, as may be made in the **AGREEMENT** and all written Agreements made or to be made pertaining to the method and manner of performing the work or to the quantities and qualities of the materials to be furnished under this **CONTRACT**.
- 1.1.14 **DATE OF CONTRACT** shall mean, the Calendar **DATE** on which the **ADMINISTRATION** and **CONTRACTOR** have signed the **CONTRACT** agreement.
- 1.1.15 **DATE OF COMMENCEMENT** shall mean the date on which the site is handed over to the **CONTRACTOR** and / or drawings **SUFFICIENT** for commencement of work is issued, whichever is later.
- 1.1.16 **PERIOD OF CONTRACT** shall mean the period during which the works shall be Executed and completed, as agreed between the **CONTRACTOR** and **ADMINISTRATION** in the **CONTRACT**.
- 1.1.17 **COMPLETION** shall mean that all work is completed as directed and the site is cleared to the satisfaction of the **ENGINEER**.
- 1.1.18 **COMPLETION CERTIFICATE** shall mean the certificate to be issued by the **ENGINEER** when the **WORKS** have been completed to his satisfaction.
- 1.1.19 **PERIOD OF MAINTENANCE / GUARANTEE** shall mean the specified period from the date of issue of the **COMPLETION CERTIFICATE**, wherein, the **CONTRACTOR** is responsible for the maintenance of the **WORKS** under the **CONTRACT**.
- 1.1.20 **MAINTENANCE CERTIFICATE** shall mean the certificate to be issued by the **ENGINEER** on completion of the **PERIOD OF MAINTENANCE / GUARANTEE** certifying that there are no defects/ damages and the **CONTRACTOR** has fulfilled his obligations of the maintenance period to his satisfaction.

- 1.1.21 **MONTH** shall mean English calendar month and **DATE** shall mean English calendar date.
- 1.1.22 **DAY/DAYS** means a day of twenty four (24) hours from midnight irrespective of the number of hours worked in that day.
- 1.1.23 **WORKING DAY** means any day which is not declared as holiday or rest day by the **ADMINISTRATION**.
- 1.1.24 **WEEK** shall mean a period of any seven (7) consecutive days.
- 1.1.25 **WORDS** imputing persons shall include Firms, companies Corporations and other bodies, whether incorporated or not. Words imputing the singular only shall also include the plural, and vice versa, where the context requires.

2.0 INSTRUCTIONS TO TENDERERS

2.1 MATERIAL ISSUE / ADVANCE / RECOVERY:

2.1.1 CEMENT / STEEL

As per Clause Special Condition of Contract - 1 & 2

2.2 VALIDITY AND ACCEPTANCE OF TENDERS

- 2.1.1 **The TENDERERS** shall not be entitled during the validity period of sixty (60) days to revoke or cancel his tender or to vary the tender given or any terms thereof. In case of **TENDERER** revoking or canceling his tender or varying any terms in regard thereof, the Earnest Money paid by him along with the tender shall be forfeited and no claims shall be entertained.
- 2.2.2 The right to accept any **TENDER** will rest with the **ADMINISTRATION**. The **ADMINISTRATION** however, does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 2.2.3 Acceptance of the **TENDER** will be intimated to the successful **TENDERER** through a letter of intent. The **CONTRACTOR** shall then be required to execute an Agreement within fifteen (15) days from the date of issue of the letter of intent. In the event of failure on the part of the **CONTRACTOR** to sign the **AGREEMENT** within the specified time. The **EARNEST MONEY** shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

2.3 CONTENTS OF CONTRACT AGREEMENT:

Necessary stamp papers, the letter of submission of tender, General and special conditions of Contract, Technical specifications, Drawings, Contract form between the **CONTRACTOR** and **ADMINISTRATION**, forms of different deeds (as applicable), amendments /addenda/ corrigenda and interpretations/ clarifications as issued by the **ADMINISTRATION** subsequent to issue of tender documents (if any), agreed quality assurance program and time schedule together with the letter of intent issued by the **ADMINISTRATION**, all pertaining to this **TENDER** shall form the **CONTRACT**.

2.4 TIME SCHEDULE:

- 2.4.1. Time is the essence of the **CONTRACT**. The **CONTRACTOR** shall within 15 days of receipt of letter of intent submit to the **ENGINEER** for his approval a detailed work schedule showing in the form of an event based bar chart, how he proposes to carry out the work within the stipulated **PERIOD OF CONTRACT**, specifically mentioning time periods as well as dates of commencement and completion of each activity. These work schedules will be checked and discussed and a mutually agreed work schedule will be finalized and such approved schedules must be strictly adhered to by the **CONTRACTOR**. The schedules are to be reviewed periodically with the **ENGINEER** to ensure that the completion date will be met or to institute corrective steps at no extra cost to the **ADMINISTRATION** to adhere to the completion dates. The **ENGINEER** reserves the right to revise the schedule at his discretion in order to keep up to the completion date and to suit the project requirement and such alteration shall not entitle the **CONTRACTOR** to any extra payment. The **CONTRACTOR** shall furnish details of equipment and machinery to be used in order to meet the above schedule.
- 2.4.2. If the **CONTRACTOR** fails either to maintain the stipulated time of completion or fails to maintain the stipulated rate of progress he will be liable to pay liquidated damages as per relevant clauses. It shall be clearly understood that failure to meet the interim completion periods shall also attract liquidated damages.

3.0 CONTRACTOR'S RESPONSIBILITIES AND OBLIGATIONS:

- 3.1.1 The **CONTRACT** shall be governed by the law for the time being in force in the Republic of India.
- 3.1.2. The **CONTRACTOR** shall comply with the provisions of any statutes and regulations / byelaws of any local Authority and water and / or electricity supply agencies.
- 3.1.3 The **CONTRACTOR** shall give all notices as required under the states regulations and / or byelaws and to pay all taxes / fees payable to any such authority in respect thereof.
- 3.1.4 In respect of all labour directly or indirectly employed on the works by the **CONTRACTOR**, the **CONTRACTOR** shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936 and any amendments thereof and all legislations and rules of the State and / or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for

labour employed on building and construction works and for bonus, retirement benefits, retrenchment / layoff, compensation and all other matters involving liabilities of employers to employees. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc., will be deemed to be part of the **CONTRACT**.

- 3.1.5 However, the **CONTRACTOR** shall produce a licence from the District Labour Officer in Form IV as per Rule 21(1) of Tamil Nadu Contract Labour rules 1975 before commencement of his work with the **ADMINISTRATION**.
- 3.1.6 The **CONTRACTOR** shall ensure that all eligible workers are extended with Employees provident fund and miscellaneous Benefits and file the copy of Bank remittance to that effect to the **ADMINISTRATION** during the first week of every month for the preceeding wage period. In case of failure to do so, the **ADMINISTRATION** reserves the right to deduct the amount from the Bills payable to the **CONTRACTOR** and remit the same to the **EPF** authorities.
- 3.1.7 All notices, complaints, references made by the **ADMINISTRATION** or the **CONTRACTOR**, as also their representatives shall be given in writing. All communications from the **ADMINISTRATION** shall be deemed to have been delivered to the **CONTRACTOR**, if delivered to the **CONTRACTOR** or his agent or his representative or if sent by post to the last recorded address of the **CONTRACTOR**.
- 3.1.8 If the **CONTRACTOR** is a partnership firm, any change in the constitution shall be notified forthwith to the **ADMINISTRATION**.
- 3.1.9 Land and any premises belonging to the **ADMINISTRATION** shall be used/ allowed to be used only for the purpose of executing the WORK and shall be entered upon by the **CONTRACTOR** and / or his men only after this has been authorised in writing by the **ENGINEER**.
- 3.1.10 Neither the **CONTRACT** nor any part of the **CONTRACT** shall be assigned or sublet without specific permission from the **ADMINISTRATION**. For this purpose execution by petty Contractors under the direct supervision of the **CONTRACTOR** or his agent shall not be considered as subletting or assignment. Where permission to sublet or assign is granted, the responsibility of the **CONTRACTOR** shall remain intact and no relationship between the sub- contractor and the **ADMINISTRATION** shall be created. Violation of this provision will entail the **CONTRACT** being rescinded and liability of the **CONTRACTOR** to any loss or damage arising or ensuing from such cancellation.
- 3.1.11 The **CONTRACTOR**/ his agent /sub-contractor /representative and the laborers working under the **CONTRACTOR** shall be bound by the Security Regulations of the **ADMINISTRATION** and the **CONTRACTOR** shall comply with instructions issued /arrangements made in pursuance of such security requirements.

- 3.1.12 All substances and materials as may be obtained from any excavation or other operations at the work site shall be the property of the **ADMINISTRATION** and the **CONTRACTOR** shall deliver possession thereof to the **ENGINEER**. However, such materials as may be useful for the execution of the work may be used for the work with the permission of the **ENGINEER** on conditions laid down by him.
- 3.1.13 The **CONTRACTOR** shall make all required arrangements to ensure that the existing service lines in and around the construction site are not damaged. Any damage caused by the negligence on **CONTRACTOR'S** part shall be made good without any costs to the **ADMINISTRATION**.
- 3.1.14 The work should be executed as stipulated by the **ENGINEER** incharge without, disrupting the functioning of the premises. Necessary precautions should be taken by the **CONTRACTOR** to prevent dust and noise pollution in the area.
- 3.1.15 The debris should be dumped at the site allocated for the purpose and rates for the items should include conveying the same from the site.
- 3.1.16 The **CONTRACTOR** can unload the necessary construction materials at the site allocated for the purpose and the rates should include for lead and lift to the place of work.
- 3.1.17 The **CONTRACTOR** shall keep and post a responsible qualified engineer at the work site during working hours. Such a person on receiving reasonable notice shall present himself before the **ENGINEER** and receive such orders/instructions as the **ENGINEER** may give. These orders/instructions shall have the same force as if they had been given to the **CONTRACTOR**.
- 3.1.18 The **CONTRACTOR** shall indemnify the **ADMINISTRATION** against all actions, suit proceedings, losses, costs, damages, claims, charges and / or demands for any act of omission/commission of the **CONTRACTOR**, or his agent / representative or his employees in the execution of the **WORKS(S)** or protecting the same.
- 3.1.19 Any alteration/ addition to or omission/ abandonment of any part of the **WORK** will have to be authorised by the **ENGINEER** or his **REPRESENTATIVE** in written communication. The **CONTRACTOR** is responsible for obtaining such written communication in each and every case.
- 3.1.20 The **ADMINISTRATION** has the right to appoint / employ other Contractor(s) in connection with this **WORK**. The **CONTRACTOR** shall co-operate fully in the execution of such works and afford all reasonable facility / opportunity for storage of materials and execution of works. The **CONTRACTOR** shall also be responsible to co-ordinate the progress of the various phases of **WORKS**, and if any part of his work depends upon the proper execution of work by the other Contractor(s) , to bring to the notice of the **ENGINEER** and the **ENGINEER'S REPRESENTATIVE** any delay or defect in such works that render it unsuitable for proper and timely execution of his work: failure in this regard will constitute acceptance of the other Contractors work for the proper and timely execution of the **WORK** entrusted to the **CONTRACTOR**.

- 3.1.21 The **CONTRACTOR** shall be liable for any loss / damage caused to any person / property and the **ADMINISTRATION** shall have the power to pay or defend / compromise any claim thereof and charge to the **CONTRACTOR** any such amount paid and / or expenses incurred. The **CONTRACTOR** shall not ask any question into such action taken.
- 3.1.22 The **CONTRACTOR** shall be responsible for the safety of all employees and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to the **ENGINEER** or his **REPRESENTATIVE** and shall make every arrangement to render all possible assistance and aid to the victims of the accident
- 3.1.23 The **ADMINISTRATION** shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident of injury to any workmen or other person in the employment of the **CONTRACTOR** or his **SUB-CONTRACTORS**, and the **CONTRACTOR** shall indemnify and keep indemnified the **ADMINISTRATION** against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 3.1.24 The **CONTRACTOR** shall at all times indemnify and keep indemnified the **ADMINISTRATION** against all claims for compensation under the provisions of the Workmen's Compensation Act 1923 or any other law for the time being in force by or in respect of any workmen employed by the **CONTRACTOR** in carrying out the **CONTRACT** and against all cost and expenses or penalties incurred by the **ADMINISTRATION** in connection therewith. In any case in which, by virtue of the provision of the said Act, the **ADMINISTRATION** is obliged to pay compensation to a workmen employed by the **CONTRACTOR** in executing the works, the **ADMINISTRATION** shall recover from the **CONTRACTOR** the amount of the compensation so paid and without prejudice to the rights of the **ADMINISTRATION** under the said Act.
- 3.1.25 The **ADMINISTRATION** shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any amount due by the **ADMINISTRATION** to the **CONTRACTOR**, whether under this **CONTRACT** or otherwise without prejudice to any other remedy that may be available to the **ADMINISTRATION** in law. The **ADMINISTRATION** shall not be bound to contest any claim made against it under the said Act, except on the written request of the **CONTRACTOR** and upon his giving to the **ADMINISTRATION** full security for all cost for which the **ADMINISTRATION** might become liable in consequence of contesting such claim.
- 3.1.26 The **CONTRACTOR**, if required by the **ENGINEER**, shall submit in detail in such form and at such interval as the **ENGINEER** may prescribe, showing number of different classes of labour employed on the works from time to time by the **CONTRACTOR**.

- 3.1.27 The working area should be cleaned once in a week and the cleared material disposed off as per the instructions of the **ENGINEER**. If the **CONTRACTOR** fails to do this satisfactorily the **ADMINISTRATION** reserves the right to get this work done and recover the expenses so incurred from the **CONTRACTOR'S** bill.

4-0 **EXTENSION OF TIME:**

4.1.1 **DUE TO LAPSE OF THE CONTRACTOR:**

In the event of failure on the part of the **CONTRACTOR** to complete the **WORK** within the stipulated period, the **ADMINISTRATION** may without prejudice to other rights and remedies, grant an extension of the time within which the **WORK** shall be completed, if it is satisfied that the **CONTRACTOR** can complete the work, beside recovering any penalty decided by the **ENGINEER IN HIS DISCRETION, TO COMPENSATE FOR ANY LOSS OF CONVENIENCE DUE TO OR ARISING FROM THE DELAY IN COMPLETION**. If the **ADMINISTRATION** is satisfied that the **WORK** cannot be completed by the **CONTRACTOR**, even if extension of time is granted, it shall without prejudice to any other right and remedy, rescind the **CONTRACT** and shall be entitled to appropriate the Security Deposit. The right to levy penalty and or to appropriate the Security Deposit shall be exercised even if damage has not been caused actually.

4.1.2. **DUE TO LAPSE OF THE ADMINISTRATION.**

If during the course of execution, there has been, in the sole opinion of the **ENGINEER** any significant variation or if there has been delay on the part of the **ADMINISTRATION** in making available the site or drawings of any other primary requirement, extension of time for the completion of the work shall be granted and such extension got incorporated by rider agreement. The decision of the **ENGINEER** in regard to the period for which extension shall be given shall be final.

4.2 **FORCE MAJEURE**

4.2.1 The following shall constitute force majeure:-

Acts of God, any acts of Government and other causes such as strikes, lockouts or other concerted action of workmen, war sabotage, riots, civil commotion, police action, revolution, fire earthquake and epidemic etc.

4.2.2 **CONTRACTOR** suffers delay, in the due execution of the contractual obligations due to delays caused by force majeure as defined above, the agreed time of completion of the work covered by this **CONTRACT** or the obligations of the **CONTRACTOR** shall be extended by a period of force majeure, provided that on the occurrence of any such contingency, the **CONTRACTOR** immediately within 15 days reports to the **ADMINISTRATION** in writing, the cause of delay with requisite documentary evidence.

4.2.3 The decision of the **ADMINISTRATION** whether there is a force majeure condition or not and whether extension of time shall be granted or not shall be final.

- 4.2.4 Force majeure conditions prevailing at the workshop/factory of the manufacturer/ Sub-contractor shall not be recognized by the **ADMINISTRATION** on any account and it shall be up to the **CONTRACTOR** to make necessary alternative arrangements to execute the **WORKS** within the agreed time schedule.
- 4.2.5 The **CONTRACTOR** or the **ADMINISTRATION** shall not be liable for delays in performing their obligations resulting from any force majeure cause as referred to and / or defined above.

4.3 LIQUIDATED DAMAGES / COMPENSATION FOR DELAY

- 4.3.1 In Case the **CONTRACTOR** fails to complete the works in the stipulated time, he shall be liable to pay to the **ADMINISTRATION** as compensation not in the form of penalty but as liquidated damages an amount equal to **Rs. 7,600.00/- per week and subject to a maximum of RS.60,800.00/-** if the overall delay is more than 8 weeks, the **CONTRACT** is liable to be terminated as per the relevant clause.
- 4.3.2 In case the **CONTRACTOR** completes the works satisfactorily ahead of the stipulated time, the **ADMINISTRATION** shall pay to the contractor as bonus an amount equal to **Rs. 7,600.00 per week and subject to a maximum of Rs.30,400.00/-**.
- 4.3.3 The **ADMINISTRATION** reserves to right to determine when the penalty/bonus clause should be enforced and the parties agree that the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay / breach.

5.0 DRAWINGS, ADDITIONAL INSTRUCTIONS AND SPECIFICATIONS.

- 5.1.1 The **WORK** is to be executed according to the **INDIAN STANDARD SPECIFICATION** where such specification exists. For other times the **TAMILNADU DETAILED STANDARD SPECIFICATION** will apply.
- 5.1.2 The **WORK** shall be executed strictly in conformity with the drawings and the instructions in the schedule as also any special instruction issued by the **ENGINEER**. If any work is performed contrary to or deviating from the approved instructions and / or drawings, the **CONTRACTOR** shall bear all the costs of rectification and for any loss /damage arising / ensuing there from.
- 5.1.3 One copy of the plans, drawing, instructions or other documents forming part of this **CONTRACT** shall be kept in good condition by the **CONTRACTOR** at the work site and be made available to the **ENGINEER** or **ENGINEER'S REPRESENTATIVE** whenever asked for. All drawings, plans, instructions forming part of the **CONTRACT**, except the signed **CONTRACT AGREEMENT** shall be returned by the **CONTRACTOR** to the **ADMINISTRATION** on completion of the work/termination of the **CONTRACT**. In the event of failure the assessed cost of such documents shall be recoverable from the **CONTRACTOR**.

- 5.1.4 All reasonable requests by the **CONTRACTOR FOR** additional instructions/drawings and or clarifications shall be complied with / furnished by the **ENGINEER** with reasonable promptness. All such instructions/drawings/ clarifications shall form an integral part of the **CONTRACT** documents.
- 5.1.5 The **ENGINEER'S decision** in regard to the meaning and intent of any portion of the instructions/drawings and the execution and quality of an work and / or material, and / or measurements shall be final. The **CONTRACTOR** may, in any particular case(s) appeal in a self contained written communication to the **GENERAL SUPERINTENDENT** who shall have the power to correct any errors/omissions / discrepancies and whose decision shall be final and binding.
- 6.0 **MATERIALS AND WORKMANSHIP.**
- 6.1.1 Materials and equipment required for the **WORK** unless and otherwise specifically Mentioned shall not be supplied by the **ADMINISTRATION**.
- 6.1.2 The **CONTRACTOR** shall erect at the work site, proper and adequate store house(s) / shed (s) and shall keep in the shed(s) sufficient quantities of the different materials / plants/ equipments required for proper and timely execution of the work. He shall also make adequate arrangements for the security of all materials / plants/equipments, whether brought in by him or by the **ADMINISTRATION** and shall be liable for any damage / theft / pilferage. The **ADMINISTRATION** shall nevertheless, have a lien on all such materials/plants / equipments, which shall not be removed from the site without the knowledge and prior approval of the **ENGINEER / ENGINEER'S REPRESENTATIVE**. The **ENGINEER** or his **REPRESENTATIVE** shall at all times have free access to such store –house (s) to inspect the stock of materials.
- 6.1.3 Any material/plant/equipment which is considered unsuitable for work shall be removed forthwith from site /store –house(s) / shed (s). On completion of the **WORK** or at such earlier time as required by the **ENGINEER** the **CONTRACTOR** shall at his own cost, remove the store – house (s) / shed(s) restore the original position, clear the area and hand over possession thereof, to the **ENGINEER** or his **REPRESENTATIVE**.
- 6.1.4 All materials shall be used only after getting approval of the **ENGINEER** incharge. Samples for items like tiles, fittings & fixtures should be submitted and got approved before placing the order for the material.
- 6.1.5 The **CONTRACTOR** shall make his own arrangements for work during holidays, night, if necessary and no extra payment will be made for this.
- 6.1.6 The **CONTRACTOR** shall employ on the work sufficient number of competent workmen as also supervisory staff who can guide and direct properly such workmen. Such workmen, where required by the Government/local authority/undertaking, shall be duly licensed/certified persons to carry out the particular work(s). Any such supervisor/workmen/labour objected to by the **ENGINEER / his REPRESENTATIVE** shall be dismissed and be prevented from entering on the work site for performance of work or otherwise. Failure to comply with the provision shall render the **CONTRACT** liable to be rescinded.

- 6.1.7 The contractor shall not employ workers below the age of eighteen (18) YEARS.
- 6.1.8 The **CONTRACTOR** shall afford all necessary facilities for the **ENGINEER** / his **REPRESENTATIVE** to inspect the **WORK** including provision of labour, materials, planks, ladders, pumps, appliances etc.
- 6.1.9 The **CONTRACTOR** shall at his own cost conduct all quality control tests at an approved lab or establish one laboratory at site for the same. No separate payment will be made for this.

7.0 VARIATION IN QUANTITIES AND ADDITIONAL ITEMS OF WORK:

- 7.1.1 The items of work and quantities given in the schedule are only approximate.
- 7.1.2 The variations in quantities if any between the quantity required to be carried out and that given in the schedule of quantities shall not entitle the **CONTRACTOR** to any compensation or shall it be incumbent on the **ADMINISTRATION** to have these executed by the **CONTRACTOR**. The **ADMINISTRATION** has the right to have the excess quantities done by any other agency and the **CONTRACTOR** shall co-operate fully in the execution of the works in whatever manner decided by the **ADMINISTRATION**.
- 7.1.3 If any items not included in the schedule becomes necessary, the same shall be treated as additional items and the rate for the same shall be arrived as per the following procedure.
- 7.1.4 Wherever possible the rate shall be derived from the agreement items, in which case no other alternatives will be considered.
- 7.1.5. For additional items of work for which rates cannot be derived from the agreement rates, the **CONTRACTOR** shall prepare a detailed rate analysis including materials cost, labour cost and 15% of material and labour cost as margins and get the same approved by the Engineer before carrying out the work. The rate analysis shall be generally based on the **CPWD** method of rate analysis excluding contractor profit and over head charges.

7.0 MEASUREMENT OF WORKS:

- 8.1.1 Before any work or material is covered up or otherwise placed beyond reach of measurement, the **CONTRACTOR** shall arrange to have such work /materials inspected, approved and measured, if necessary by giving notice thereof of atleast seven working days . In the event of such materials/work being covered up or placed beyond measurements without such notice the **ENGINEER** or **ENGINEER'S REPRESENTATIVE** shall have the same uncovered or other wise secure access thereto and measure at the **CONTRACTOR'S** expense.
- 8.1.2 After the final measurements have been recorded and the final bill, with a no claims certificate by the **CONTRACTOR** recorded thereon, has been received by the **ADMINISTRATION**, no more claims shall be made by the **CONTRACTOR** and any such claims shall not be considered.

8.1.3 All works shall be measured as per **METHOD OF MEASUREMENT** of building works. SP 27, **BUREAU OF INDIAN STANDARDS**. The **CONTRACTOR** shall be paid for the works at the rates in the schedule of rates or at rates decided in accordance with the relevant clause for additional items of work, as per measurement recorded by the **CONTRACTOR** and checked and verified by the **ENGINEER**. The quantities shall be to the nearest whole number where the unit for payment in schedule of accepted rates is in hundreds or thousands and correct to two decimals where this is in tens or units. Such measurements shall be checked, corrected if required and certified by the **ENGINEER** so as to make such part payments at such intervals, consistent with the quantum of work executed, as will help the **CONTRACTOR** to limit his outlay to a minimum level with due regard to the total value to the **CONTRACT**.

9.0 PREPARATION & PAYMENT OF BILLS:

9.1.1 The **CONTRACTOR** has to prepare the running bills periodically and submit to **The ENGINEER – IN-CHARGE**. The bill will be scrutinized, certified for payment and forwarded to accounts dept. within a period of 15 days.

9.1.2 Not more than one interim bill per month shall be prepared.

9.1.3 “Part” payments made from time are without prejudice to the final making up of the accounts, except where such measurements have been marked as “Final measurements” In the measurements books. Any quantity of work measured and paid for earlier through part bills maybe liable to revision in a subsequent part bill or final bill, either due to error in measurement or the result of inspection and rejection of work subsequent to such initial measurements or for any other reason.

9.1.4 The **CONTRACTOR** shall prepare and submit monthly interim bills, supported by measurements and material statement as required to the **ENGINEER** throughout the construction period. The Engineer shall check each interim bill and issue ad-hoc certificate of payments upto 75% of the billed amount, which shall be paid within 10 days of submission of bills.

9.1.5 The balance 25% shall be paid within 21 days of submission of bills and all supporting measurements and statements as required by the **ENGINEER**.

10.0 SECURITY DEPOSIT AND RETENTION:

10.1 The total security deposit for this work will be 5% of the value of the work executed. The **EMD** and **ADDL EMD** paid by the **CONTRACTOR** will be retained as a part of the Security Deposit. The balance security deposit will be collected at 5% of the value of each running bill and the total amount collected as Security Deposit will be 5% of the total work executed. The security deposit will be released as stated below. 50% of the security deposit will be released with the final bill, subject to producing necessary approval/clearance from the electrical /inspectorate where applicable and satisfactory commissioning of electrical works. The remaining 50% will be retained during the maintenance period of **12** months from the date of handing over of the total completed work. The retention money will be released after **12** months provided no defects are

noticed during this period. If defects are noticed, the **CONTRACTOR** should rectify the defects at his own cost only after which the retention money will be refunded.

11.0 **TAX:**

- a) The rates quoted shall be exclusive of GST. The existing GST @ 18% (CGST @ 9% and SGST @ 9%) will be paid to the contractor as per the composite supply of works contract as defined in Clause 119 of Section 2 of the CGST Act. In case the Services are rendered outside Tamil Nadu IGST @ 18% will be paid to the Contractor.
- b) Proper uploading of outward supplies/Invoice made to CMC will have to be done by the Contractor. In case of any discrepancy due to which any loss of input credit to CMC or any penalty and interest levied on CMC will be recovered from the Contractor only.
- c) Contractor is required to pay the GST to the Government on time as prescribed in the law on monthly basis. Any loss that CMC would have to face due to non-compliance on the part of the contractor shall be recovered from him only.
- d) The Tax Invoice to be raised by the Contractor should be in the name of “CMC Vellore Association” below which the name of the department may be specified. It is very much mandatory that the GST number of CMC should be mentioned in the Tax invoice. **(GST number of CMC: 33AAATC1278N1ZN)**
- e) The Contractor has to submit the Tax invoice even for obtaining the material and mobilization advance from CMC

12.0 **SETTLEMENT OF FINAL BILLS:**

- 12.1.1 The **CONTRACTOR** within a period of **two months on COMPLETION** and handing over of the **WORK**, shall prepare and submit the final bill to the **ENGINEER**. On the **ENGINEER’S CERTIFICATE** of **COMPLETION**, based on final measurements recorded, final payment due with reference to the finally measured quantities and the schedule of rates / accepted rates in the case of items not included in the schedule of rates, after making adjustments as may be necessary shall be made to the **CONTRACTOR**. This final payment shall be made only when the **CONTRACTOR** has a recorded ‘**No Claims**’ Certificate on the final bill or has delivered a separate communication certifying “No claims”. If the **CONTRACTOR** has made any claim(s) which he proposes to pursue and seek a decision thereon, he shall deliver to the **ENGINEER** at the time of submission of the final bill, a complete list of the claims made by him and certify that he has no other claims against the **ADMINISTRATION** except what has been listed.

- 12.1.2 After issue of the **COMPLETION CERTIFICATE** and at the time of payment of the final bill, the amount of Security Deposit may be refunded, less any amount of any claims(s) by the **ADMINISTRATION** against the **CONTRACTOR**, retaining an amount equal to two and a half percent of the gross amount as per the “final bill” to ensure due compliance with the stipulation for **PERIOD OF MAINTENANCE GUARANTEE** as per the **CONTRACT**.
- 12.1.3 On the expiration of the **PERIOD OF MAINTENANCE / GUARANTEE** specified in the **CONTRACT**, the **ENGINEER** may arrange for refund of the **RETENTION MONEY** after adjusting any expenditure incurred by the **ADMINISTRATION** for any maintenance work which after being pointed out by the **ENGINEER** was not attended to by the **CONTRACTOR**.

13.0 POST AUDITING OF BILLS:

- 13.1.1 Notwithstanding the provision of the foregoing clauses, the **ADMINISTRATION** has the right to have a post audit/technical check of the bills and other support vouchers, abstracts, notes etc. and if in the course of any such post audit/technical check etc. any over payments or incorrect payment comes to light, the **ADMINISTRATION** shall have the right and the **CONTRACTOR** shall be liable to recovery or realization other wise of such amounts.

14.0 MAINTENANCE OF WORKS:

- 14.1.1 As soon as the works have been in the opinion of the **ENGINEER** virtually completed and have satisfactorily passed any prescribed test(s). The **ENGINEER** shall issue a **COMPLETION CERTIFICATE** within 15 days of **COMPLETION** of the **WORK**. The **PERIOD OF MAINTENANCE / GUARANTEE** shall commence from the date of issue of the **COMPLETION CERTIFICATE**.
- 14.1.2 The **CONTRACTOR** shall be responsible for the effective maintenance at all Times during the progress and continuance of the **WORKS** as also the **PERIOD OF MAINTENANCE/GUARANTEE** specified in the **TENDER**. He shall make good at his expense from time to time as required by the **ENGINEER/ENGINEERS REPRESENTATIVE** any damage or defect that may arise and / or may be discovered provided that such damage/defect is not caused by errors in the contract documents, act of providence, insurrection or civil riots.
- 14.1.3 The **WORK** shall be deemed to have been completed satisfactorily and in terms of the **CONTRACT** only when the **MAINTENANCE CERTIFICATE** has been issued. Any other certificate of communication shall not be so reckoned and the **ENGINEER** has the right to issue any instructions and the **CONTRACTOR** shall comply with such instructions.

15.0 JURISDICTION:

- 15.1.1 The agreement shall be executed at Vellore on non-Judicial stamp paper purchased in Vellore and courts in Vellore alone will have Jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

16 PREMATURE TERMINATION OF CONTRACT.

- 16.1.1 The **ADMINISTRATION** shall be entitled to determine and terminate the **CONTRACT** at any time should be cessation of **WORK** become necessary due to paucity of funds or any other cause. In such case the **ADMINISTRATION** shall pay to the **CONTRACTOR**, the value of work done to date and of the approved materials at the site of work at the rates specified in the **CONTRACT**. The written communication from the **ADMINISTRATION** of such termination and the cause shall be conclusive evidence thereof and shall not be called in question. The **CONTRACTOR** may if he has any other claims, such as for expenses incurred in the expectation that the whole work would be completed, prefer a claim in writing giving full details and supported by vouchers and adduce such other proof as may be called for by the **ADMINISTRATION**. The **ADMINISTRATIN** shall, on examination of the claim and of the supporting details, admit such claim as in its opinion are reasonable. However, the **CONTRACTOR** shall not claim any payment of compensation or otherwise on account of any profit, benefit or advantage which he might have derived had the **WORK** been executed in full but for the termination of the contract. The **ADMINISTRATION'S** decision on this is final and binding.

- 16.2.1 The **CONTRACT** may also be terminated in the event of any one or a Combination of the following:

- 16.2.2 The **CONTRACTOR** becomes bankrupt or insolvent
- 16.2.3 Makes an agreement with or an assignment in favour of his creditors or agrees to Carry out the **CONTRACT** under a committee of inspection of his creditors.
- 16.2.4 Being a company or corporation goes into liquidation otherwise than voluntary liquidation for the purpose of amalgamation / reconstruction.
- 16.2.5 Has an execution levied on the goods and / or property in the **WORKS**
- 16.2.6 Assigns the whole or a part of the **CONTRACT** otherwise than as permitted in clause 3-1-10 of these conditions.
- 16.2.7 Persistently disregards the instructions of the Engineer or contravenes any provision of the **CONTRACT**.
- 16.2.8 Abandons the **CONTRACT**
- 16.2.9 Fails to adhere to the agreed programme by a margin of 10% if the stipulated period.

- 16.2.10 Fails to remove the materials or pull down works condemned or rejected or Persons objected to by the **ENGINEER**.
- 16.2.11 Fails to afford the **ENGINEER/ENGINEER'S REPRESENTATIVE** proper and adequate facilities for inspection.
- 16.2.12 Fails to employ competent and adequate workmen on the job as instructed by the **ENGINEER**.
- 16.2.13 Promises or offers any bribe, commission, gift and / or advance through himself or any partner, agent or servant to any official of the **ADMINISTRATION**.
- 16.3 The **ENGINEER** may, on behalf of the **ADMINISTRATION** serve the **CONTRACTOR** with a notice in writing and if the **CONTRACTOR** does not within seven days after the delivery to him of such notice proceed to make up for the default in so far as it can be made good and carry out the work and comply with such directions to the satisfaction of the **ENGINEER**, the **ENGINEER** on behalf of the **ADMINISTRATION** may after giving 48 hours notice in writing rescind the **CONTRACT** in part or as a whole and proceed to adopt either or both of the following courses.
- 16.3.1 To carry out the whole or part of the **WORK** from which the **CONTRACTOR** has been removed by employing the labour, materials and other requirements, the cost of which shall include lead, lift, transport and all incidental charges.
- 16.3.2 Measure up the whole or part of the **WORK** from which the **CONTRACTOR** has been removed and get the **WORK** completed by another **AGENCY**, the manner and method in which the **WORK** shall be completed shall be in the sole discretion of the **ENGINEER** and in both cases the **ADMINISTRATION** shall have the right to:
- 16.3.3 Forfeit the Security Deposit in full or in part and recover from the **CONTRACTOR** the cost of carrying out the work in excess of the sum which Would have been payable to the **CONTRACTOR** if the work had been carried out by the **CONTRACTOR** under the terms of the **CONTRACT**. The recovery may be made only if the cost incurred in excess is more than the Security Deposit to be forfeited and shall be limited to the actual extent to which the cost exceeds the amount of Security Deposit. The amount to be thus forfeited / recovered maybe deducted from any money then due to or which at any time thereafter may become due by the **ADMINISTRATION** to the **CONTRACTOR** under this or any other contract or otherwise.
- 16.4 In the event of **TERMINATION OF CONTRACT** in terms of the foregoing sub clauses the **ENGINEER** or the **ENGINEER'S REPRESENTATIVE** shall be entitled to take possession of any materials, tools, implements, machinery , structures including temporary structures and buildings on the works, or property on which these are being or should have been executed and to retain and employ the same for the completion of the **WORK**. The **CONTRACTOR** shall not be entitled to any payment for use, wear and tear of, damage to and / or deterioration of materials etc.

- 16.5 The **ENGINEER** shall fix, as soon as possible either expert or by or after reference to the parties or after such investigation as may in his sole opinion be necessary, certify the amount that had been reasonably earned by the **CONTRACTOR** at the time the **CONTRACT** was rescinded and would have accrued to him under the **CONTRACT** and the value of any unused or partially used materials, constructional plant and temporary works on the site.
- 16.6 The **CONTRACTOR** shall be entitled to be paid for any work he actually Performed and usable material he had collected and kept on the site as determined by the **ENGINEER** in terms clause (16.5) less any recovery that may have to be made in terms of sub clause (16.3) No claim shall be made by the **CONTRACATOR** for compensation or loss sustained by him by reason of his having procured any material or entered into any commitment or had made advances on account of or with a view in execution of the works or the performance of the **CONTRACT**.
- 16.7 The **ADMINISTRATION** shall not be liable to pay to the **CONTRACTOR** any money on account of the **CONTRACT** until the expiration of the **PERIOD OF MAINTENANCE** and thereafter until the costs of completion and maintenance, damages or delay in completion, if any, and all other expenses incurred by the **ADMINISTRATION** have been ascertained and certified by the **ENGINEER**. The **CONTRACTOR** shall then be entitled to receive only such sum as the **ENGINEER** may certify would be due to him upon due completion after deducting the said amount. If the said amount shall exceed the sum which would have been payable to the **CONTRACTOR**, the **CONTRACATOR** shall be bound to pay, on demand, the amount of such excess which shall be deemed to be a debt due by the **CONTRACTOR** to the **ADMINISTRATION** and shall be recovered accordingly.

GENERAL SUPDT.

CONTRACTOR