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CHRISTIAN MEDICAL COLLEGE, IDA SCUDDER ROAD, VELLORE – 4.

TERMS AND CONDITIONS OF TENDER

NAME OF THE WORK: MODIFICATION OF OLD SICU WAITING AREA TO PMR WAITING AREA @ CMC, TOWN CAMPUS.

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1.0 INSTRUCTIONS REGARDING SUBMISSION OF TENDER.

1.1 GENERAL

1.1.1 The information found in this tender document comprising of all sections is given in good Faith and is meant to serve as a guide. It is, therefore, imperative that the **TENDERER** shall obtain and examine for himself all the data, information and Particulars required for the satisfactory execution of the work under this inquiry. The **WORK** shall be executed in accordance with the best modern practice and **t**o the complete satisfaction of the **ADMINISTRATION.**

1.1.2 Tender forms for the above work will be issued from the Planning office on payment of Rs**. 300.00 (Rupees Three Hundred only)** in the form of Demand Draft drawn from a Nationalized/Scheduled Bank in favor of '**CMC VELLORE ASSOCIATION**.'

1.1.3 Tenders for the above work should be submitted in a sealed envelope super scribed as **NAME OF THE WORK: MODIFICATION OF OLD SICU WAITING AREA TO PMR WAITING AREA @ CMC, TOWN CAMPUS.** The last date for receipt of completed tenders will be **21/10/2026 at 03.00.p.m**. and the Tenders will be opened on the same day at **03.15.p.m.**

1.1.4 Tenders should be deposited in the Tender Box available in the General Superintendent's Office.

1.1.5 **EMD** to accompany the tender is **Rs. 13,000.00/- (Rupees Thirteen Thousands only)** in the Form of Demand Draft drawn from a Nationalized Bank in favour of 'CMC Vellore Association'.

1.1.6 In addition to the EMD already remitted, the successful tenderer will remit **Rs. 13,000.00** more as **Additional EMD** before executing the agreement in the Form of Demand Draft drawn from a Nationalized/Scheduled Bank in favour of **'CMC Vellore Association'.**

1.1.7 **EMD** of unsuccessful tenderers will be returned within six weeks from the date of opening.

1.1.8 Any tender without **EMD** will be rejected.

1.1.9 The **ADMINISTRATION** reserves the right to reject any or all tenders without assigning any reason.

1.1.10 The **TENDERER** or their representative is allowed to be presented / represented during opening.

1.1.11 **TENDERS** received after the closing date and time will not be considered and will be returned unopened.

1.1.12 **TENDERS** by cable telegram, e-mail, fax or telex etc. will be rejected.

1.1.13 Transfer of Tender document purchased by one intending **TENDERER** to another is Not permissible.

1.1.14 Tenders and other accompanying documents shall be made out only in the English Language.

1.1.15 **TENDERERS** will not be entitled to claim any costs, charges, expenses of the tender, incidental to or incurred by them, through or in connection with the submission of this tender, even though the **ADMINISTRATION** may elect to withdraw the Tender Notice.

1.1.16 Amendments/ Addenda/Corrigenda to this tender document, if issued by the **ADMINISTRATION,** must be signed by the **TENDERER** and submitted along with the tender document. The **TENDERER** should write clearly the revised quantities in the schedule of items and rates / prices forming part of tender document and should price the work based on the revised quantities, when amendments for quantities are issued as directed.

1.1.17 **ADMINISTRATION** reserves the right to evaluate quotations containing deviations having financial implications after adding the cost for such deviations as determined by **ADMINISTRTION.**

1.1.18 Signatures in the **TENDER** shall be dated, as well as all the pages of the **TENDER DOCUMENT** shall be initialed or signed, by the **TENDERER** or by a person holding power of attorney authorizing him to sign on behalf of the **TENDERER** before submission of **TENDER.**

1.1.19 The **TENDERER** should inspect the site and satisfy himself about the quantities and other details. Any item over and above these which in the **TENDERER'S** opinion will be required, should be separately indicated and individual items quoted for in the same manner as in the schedule.

1.1.20 Cost of the stamp paper for the agreement should be borne by the **CONTRACTOR.**

1.1.21 Incomplete **Tenders** will be rejected.

1.1.22 The scope of **WORK** is generally defined but not limited to what is given in the bills of quantities. **WORKS** of similar nature, within the framework of this contract, shall also have to be executed by the **CONTRACTOR** as per quoted rates or as per other relevant conditions mentioned herein.

1.1.23 All documents including drawings issued to the **Tenderer** shall be returned duly signed.

2.0 SPECIAL CONDITIONS OF CONTRACT.

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2.1.1 The scope of work shall be as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the Ccontractor from time to time during the duration of the Contract. The tender drawings provided, indicates in sufficient detail, the work to be performed under the scope of this contract. However, they are not the final drawings and the work will be executed according to the drawings to be released as "GOOD FOR CONSTRUCTION" from time to time by the Engineer-in-charge of CMC and according to any additions/ modifications/ alterations/ deletions made from time to time, as required by any other drawings that would be issued to the contractor progressively during execution of work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed.

The quantities of various items as entered in the "BILL OF QUANTITIES" are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities.

2.1.2 Scope of Work**: MODIFICATION OF OLD SICU WAITING AREA TO PMR WAITING AREA @ CMC, TOWN CAMPUS..**

2.1.3 CHANGES IN SCOPE OF WORK

i) The ENGINEER/ADMINISTRATION may in their absolute discretion and from time to time, issue further drawings and written instructions, details, directions and explanations, which are hereafter collectively referred to as 'Site Instructions' in regard to:

ii) The variation or modification of the design, quality of WORKs or the additions, deletions or substitution of any WORK.

iii) Any discrepancy in the drawings or specifications.

iv) The removal from the site of any materials brought thereon by the CONTRACTOR and the substitution of any other material.

v) The removal and re-execution of any WORKs executed by the CONTRACTOR.

vi) The dismissal from the WORKs of any persons employed by the CONTRACTOR.

vii) The opening up for inspection of any WORK covered up.

viii) The amending and making good of any defects.

2.1.4 The CONTRACTOR shall comply with and duly execute any WORK comprised in such Site Instructions.

2.1.5 The CONTRACTOR shall carry out all the WORKs strictly in accordance with the drawings, details and instructions of the ENGINEER /ADMINISTRATION. The CONTRACTOR shall remove and reconstruct the same, if in the opinion of the ENGINEER/ ADMINISTRATION changes have to be made in the design and in the drawing, and all such WORK items executed by the CONTRACTOR shall be paid as extra WORKs. On the basis of special conditions of contract, the decision of the ENGINEER/ADMINISTRATION in the above cases shall be final and binding and shall not be open to any Arbitration.

2.1.6 The ADMINISTRATION reserves the right to increase or decrease any of the quantities or to totally omit any item of work, group of works, increase/decrease the number of floors substitute work items, delete work items from the scope of the Contractor. The ADMINISTRATION may in their sole discretion decide to delete work items from the scope of the Contractor. The CONTRACTOR shall not claim any extra payment or damages on these grounds in lieu of profit and shall continue with the contract work to the extent allotted to them.

2.1.7 Cement and Reinforcement Steel will be supplied by the ADMINISTRATION and the CONTRACTOR should make his own arrangements to receive, and store the same. The basic cost considered shall be inclusive of loading, unloading and Transportation charges but exclusive of taxes. as mentioned below:

Cement: Rs.267.00(Excl.GST) per 50 kg bag
Reinforcement steel: Rs.70,000.00(Excl.GST) per MT
Structural Steel: Rs.82.00/Kg(Excl.GST)-<u>contractor's scope</u>

2.1.8 The recovery for the same will be made accordingly from the running bills

2.1.9 The left-over cement in full unopened bags in good condition can be returned to the CMC store as per procedure at the CONTRACTOR'S cost and full credit will be given for the same.

2.1.10 The left-over usable steel above 3m in length can be weighed and returned to stores and full credit will be given for the same. Scraps and cut pieces below 3m in length will not be taken back and can be taken by the CONTRACTOR with the permission of the Engineer.

2.1.11 Up to 5% excess use of Cement will be recovered from the CONTRACTOR'S bill at issue rate.

2.1.12 Any excess or less consumption beyond 5% will be recovered at double the normal issue price.

2.1.13 In case of any revisions (either increase or decrease) in the prices of the above materials, during the execution of the WORK, including extended periods if any, the same shall be either reimbursed or recovered from the CONTRACTOR, based on the actual consumption of above materials in each item of work, calculated on the basis of certified quantity of work and theoretical value of consumption as stipulated by CPWD (except for cement consumed in RCC items where design mix is used, in which case the value of cement consumption stated in the design mix certificate shall be considered.) In order to determine the purchase price of cement and steel at various points in time, delivery challans /vouchers/invoices of procurement from the local dealer as well as bills for transportation of the above materials shall be maintained at SITE and one copy issued to the ENGINEER.

2.1.14 The other areas near the site will be functional at the time of works. The **CONTRACTOR** has to ensure that no disturbance occurs to the normal functioning of the premises due to construction activities. The other areas near the site will be functional at the time of modification works/New Work. The C**ONTRACTOR** has to ensure that no disturbance occurs to the normal functioning of the premises due to construction activities. Special caution should be taken to avoid leakage / seepage of water to the floor below.

2.1.15 Special caution should be taken to avoid scratches / damages to newly laid granite / Ceramic floor, using plaster of Paris / any other approved equivalent on top of that. No additional payment will be paid for the same.

2.1.16 The contractor shall deploy skilled workers of the station for attending maintenance work during the period of maintenance/guarantee.

2.1.17 Work has to be carried out during working /non-working hours/Night time and holidays (Saturday & Sunday). No additional payment shall be made for this.

2.1.18 **Mobilization Advance & Recovery**

a. No advance / No Mobilization advance will be paid.

2.1.19 The tenderer should inspect the site and satisfy himself about the quantities and other details any item, one and above these which in the tenderer's opinion should be separately indicated and individual items quoted for in the same manner as in the Schedule.

2.1.20 All rates and prices in the tender covers freight and transport charges to site.

2.1.21 The contractors should have experience in carrying out Civil and MEP and other related works and only those Tenderer who has the capability for handling similar type of work should apply.

2.1.22 During the time of execution, proper care should be taken to protect service lines such as electrical /communication cables, water lines/sewage lines routed through ground levels. Before commencement of the work, the contractor has to identify the items to be protected or re-routed as mentioned above. If anything necessitated to shift or re-route, same will be done by the administration before commencement of work. Apart from that, if anything damage occurs to the service lines as mentioned above, the contractor has to rectify the same at his own cost or the rectification charges will be recovered from the contractor's running bills.

2.1.23 The rates quoted shall be inclusive of providing scaffolding required wherever necessary at outside and inside as well and no additional payment will be paid for the same.

2.1.24 The day-to-day housekeeping activity in all common areas to be maintained by the contractor.

2.1.25 The construction materials and debris shall be stocking in an identified locations selected by CMC. The debris shall be disposed from the stocking yard daily.

2.1.26 The Contractor has to ensure the entire safety of the workers during working in heights at external side. All the personnel productive equipment (PPE) should wear during the time of working.

2.1.27 The contractor has to arrange to provide necessary signages/caution boards/diversion boards at site during execution at their own cost.

2.1.28 The contractor has to strictly follow the instructions from the Engineer-in-charge regarding the weekly progress review meetings, programme schedule, man-power requirement.

2.1.29 The Contractor has to Coordinate and Schedule their work as per the instruction of the ENGINEER IN CHARGE without the normal functioning of the building.

2.1.30 The receipt of the Cement bags is properly accounted for reconciliation purpose, the same should be maintained by the contractor which needs to be got approved by the Engineer-in-charge. Incoming materials inspection report (IMIR) is mandatory for all basic rate revision items. The contractor has to submit the necessary tax invoice at the time of material delivery at site.

2.1.31 Excess Cement/reinforcement steel/tiles etc.., can be taken out after getting approval from the Engineer-in-charge. Necessary gate pass has to be obtained from the concerned authority.

2.1.32 Internal transaction of Cement and reinforcement steel is strictly prohibited. In case of any urgency, the Contractor may issue/ receive the materials on loan basis after getting approval from the Engineer-in-charge.

2.1.33 The noise generating dismantling works on the work site shall be carried out after getting prior permission from the competent authorities /In-charge of the building. Preferably during night hours or week end holidays.

2.1.34 The toilets within the building shall not be used by the workers involving in construction activities. Nearby common toilets are only can used by them. The contractor has to strictly maintain proper hygienic condition in and around the surrounding areas of the buildings

2.1.2 PAYMENT AGAINST MATERIALS RECEIVED AT SITE

2.1.2.1 80% advance on the value of materials received at site against production of invoices or 70% of the BOQ rate whichever is less shall be paid for the materials which are applicable against the submission of pre-measurements quantities pertaining to the BOQ line item along with the material advance bill. Without submission of pre-measurements quantities, material advance cannot be considered. This shall be deducted from subsequent bills based on actual consumption.

2.1.2.2 Material Advance can be issued, based on the discretion of ENGINEER

ANNEXURE-III(A)

2.0 PRE-QUALIFICATION/ ELIGIBLE CRITERIA: -

2.1.1 Only those Contractor's Capable of handling similar type of project should apply and submit their Company Profile, description of similar assignments, technical capabilities, Staff profile, financial soundness and any other information if required that certifies their qualification to perform the above project.

2.1.2 In Case a Tenderer is already executing an ongoing process in CMC which is not complete, CMC reserves the right to reject this Tenderer's quote, even if it is lowest, if the tender is for a project which has strict time lines and if the tender Committee decides that a Tenderer executing two projects simultaneously may result in a delay of either of the projects.

2.1.3 Pre-qualification is open to all Civil and Structural Contractors performing similar types of works.

2.1.4 The firm should be registered under relevant statutory provisions and should be an Established organization.

2.1.5 The contractors should have experience in carrying out Civil and Structural Steel Works and only those Tenderer who has the capability for handling similar type of work should apply.

2.1.6 The Tender bids will be considered incomplete if not accompanied by Pre-qualification documents. Asper Annexure-III A

2.1.7 The tenderer should have adequate infrastructure facilities. Necessary for executing the Projects.

2.1.8 Only those tenderers with an average annual turnover of Rs. 70 lakhs & above for a minimum period of 3 (three) years shall be eligible to participate in the tender. Audited balance sheet and P&L account for the past five preceding financial years shall be furnished.

2.1.9 The list of clients, present and past should be enclosed. Contact person(s) and Phone No. of the client shall be enclosed

2.1.10 CMC reserves the right to reject any or all the bids at any time without assigning any reasons, whatsoever. The opinion / decision of CMC regarding the acceptance or rejection of the bid shall be final and conclusive.

ANNEXURE III B

PRE-QUALIFICATION DOCUMENT

S.No	Description	Details
1	Name of the Firm	
2	Staff Details	
3	List of Project Completed with Value in Past 3 Years	
4	Lis of Ongoing Project Value of the Project	
5	Financial Turnover last 3 years	

I hereby declare that the information provided is true and correct.

3.0 GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITION OF TERMS

3.1.1 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.**

3.1.2 **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.

3.1.3 **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.

3.1.4 **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.

3.1.5 **ENGINEER** shall mean the Superintending Engineer of the civil /Electrical engineering department of the **ADMINISTRATION.**

3.1.6 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.

3.1.7 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

3.1.8 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.

3.1.9 **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.

3.1.10 **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.**

3.1.11 **WORKS** shall mean the work(s) to be executed in accordance with the **CONTRACT**.

3.1.12 **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**.

3.1.13 **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**.

3.1.14 **DATE OF CONTRACT** shall mean, the Calendar **DATE** on which the **ADMINISTRATION** and **CONTRACTOR** have signed the CONTRACT agreement.

3.1.15 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.

3.1.16 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**.

3.1.17 **COMPLETION** shall mean that all work is completed as directed and the site is cleared to the satisfaction of the ENGINEER.

3.1.18 **COMPLETION CERTIFICATE** shall mean the certificate to be issued by the **ENGINEER** when the **WORKS** have been completed to his satisfaction.

3.1.19 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.**

3.1.20 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.

3.1.21 MONTH shall mean English calendar month and **DATE** shall mean English calendar date.

3.1.22 DAY/DAYS means a day of twenty four (24) hours from midnight irrespective of the number of hours worked in that day.

3.1.23 WORKING DAY means any day which is not declared as holiday or rest day by the **ADMINISTRATION**.

3.1.24 WEEK shall mean a period of any seven (7) consecutive days.

3.1.25 **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.

3.2 CONTENTS OF CONTRACT AGREEMENT:

Necessary stamp papers, the letter of submission of tender, General and special conditions of Contract, Technical specifications, Drawings, Contract from 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**.

3.3 TIME SCHEDULE:

3.3.1 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.

3.3.2 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**.

3.3.3 LAND and MATERIAL RIGHTS OF ADMINISTRATION:

3.3.4 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**.

3.3.5 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.

3.3.6 If the **CONTRACTOR** is a partnership firm, any change in the constitution shall be notified forthwith to the **ADMINISTRATION**.

3.3.7 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.

3.3.8 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**.

3.3.9 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.

3.3.10 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.

3.3.11 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.

3.3.12 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**.

3.3.13 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.

3.3.14 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.**

3.3.15 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.

3.4 **EXTENSION OF TIME**:

3.4.1 **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 **CONTRACATOR**, 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.

3.4.2 **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.

3.5 DRAWINGS, ADDITIONAL INSTRUCTIONS AND SPECIFICATIONS.

3.5.1 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.

3.5.2 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.

3.5.3 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**.

3.5.4 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 from an integral part of the **CONTRACT** documents.

3.5.5 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.

3.6 **MATERIALS AND WORKMANSHIP**.

3.6.1 Materials and equipment required for the **WORK** unless and otherwise specifically Mentioned shall not be supplied by the **ADMINISTRATION.**

3.6.2 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 stone –house (s) to inspect the stock of materials.

3.6.3 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.**

3.6.4 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.

3.6.5 The **CONTRACTOR** shall make his own arrangements for work during holidays, night, if necessary and no extra payment will be made for this.

3.6.6 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.

3.6.7 The contractor shall not employ workers below the age of eighteen (18) YEARS.

3.6.8 The **CONTRACATOR** shall afford all necessary facilities for the **ENGINEER** / his **REPRESENTATIVE** to inspect the **WORK** including provision of labour, materials, planks, ladders, pumps, appliances etc.

3.6.9 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.

3.7 MEASUREMENT OF WORKS:

3.7.1 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.

3.7.2 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.

3.7.3 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.

3.8 MAINTENANCE OF WORKS:

3.8.1 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**.

3.8.2 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.

3.8.3 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.

3.8.4 The CONTRACT shall be governed by the law for the time being in force in the Republic of India

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3.8.5 The CONTRACTOR shall comply with the provisions of any statutes and regulations / byelaws of any local Authority and water and / or electricity supply agencies.

3.8.6 The CONTRACTOR shall give all notices as required under the state's regulations and / or byelaws and to pay all taxes / fees payable to any such authority in respect thereof.

3.8.7 In respect of all labour directly or indirectly employed on the works done 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.

3.8.8 The CONTRACTOR shall produce a license 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.

3.8.9 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 preceding 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.

3.8.10 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.

3.8.11 The contractor shall not employ workers below the age of eighteen (18) YEARS.

3.9 INDEMNIFICATION:

3.9.1 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.

3.9.2 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.

3.9.3 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

3.9.4 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.

3.9.5 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.

3.9.6 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.

3.10 FORCE MAJEURE:

3.10.1 The following shall constitute force majeure: -

a. 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. 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.

b. 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. 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.

c. 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.

3.11 ASSIGNMENT:

3.11.1 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.

3.11.2 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.

3.12 DISPUTE RESOLUTION:

It is mutually agreed between the parties that in the event of any difference of opinion arising out of/or relating to this agreement including interpretation of its terms, will be resolved through joint discussion of the authorized signatory of both the parties.

3.13 JURISDICTION:

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.

3.14 TERMINATION:

The contract is liable to be terminated by the administrator for any material breach of the terms and conditions by the contractor upon a week's notice.

3.15 PREMATURE TERMINATION OF CONTRACT:

3.15.1 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.

3.15.2 The CONTRACT may also be terminated in the event of any one or a Combination of the following

3.15.3 The CONTRACTOR becomes bankrupt or insolvent 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.

3.15.4 Being a company or corporation goes into liquidation otherwise than voluntary liquidation for the purpose of amalgamation / reconstruction

3.15.5 Has an execution levied on the goods and / or property in the WORKS

3.15.6 Assigns the whole or a part of the CONTRACT otherwise than as permitted in Assignment clause of these conditions.

3.15.7 Persistently disregards the instructions of the Engineer or contravenes any provision of the CONTRACT

3.15.8 Abandons the CONTRACT

3.15.9 Fails to adhere to the agreed programme by a margin of 10% if the stipulated period

3.15.10 Fails to remove the materials or pull down works condemned or rejected or Persons objected to by the ENGINEER.

3.15.11 Fails to afford the ENGINEER/ENGINEER'S REPRESENTATIVE proper and adequate facilities for inspection.

3.15.12 Fails to employ competent and adequate workmen on the job as instructed by the ENGINEER.

3.15.13 Promises or offers any bribe, commission, gift and / or advance through himself or any partner, agent or servant to any official of the ADMINISTRATION.

3.16 CONSEQUENCES OF TERMINATION:

3.16.1 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 of as a whole and proceed to adopt either or both of the following courses.

3.16.2 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.

3.16.3 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

3.16.4 In both cases the ADMINISTRATION shall have the right to 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 forefeited and shall be limited to the actual extent to which the cost exceeds the amount of Security Deposit. The amount to be thus forefeited / 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.

3.16.5 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.

3.16.6 The CONTRACTOR shall not be entitled to any payment for use, wear and tear of, damage to and / or deterioration of materials etc.

3.16.7 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 accured to him under the CONTRACT and the value of any unused or partially used materials, constructional plant and temporary works on the site.

3.16.8 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 less any recovery that may have to be made in terms of any indemnification.

3.16.9 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.

3.16.10 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

3.17 **INSURANCE OF WORKS ETC**

1. Contractor is required to take contractor's all risk policy or erection all risk policy (as the case may be) from an approved insurance company in the joint name with ADMINISTRATION and bear all costs towards the same for the full period of execution of works including the defect liability period for the full amount of contract against all loss of damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that the ADMINISTRATION and the CONTRACTOR are covered during the period of construction of works and/or also covered during the period of defect liability for loss or damage.
2. The work and the temporary works to the full value of such works.
3. The materials, constructional plant, centering, shuttering and scaffolding materials and other things brought to the site for their full value.
4. Whenever required by ADMINISTRATION, the CONTRACTOR shall produce the policy or the policies of insurance and the receipts for payment of the current premium.

3.18 **INSURANCE UNDER WORKMEN COMPENSATION ACT**

1. CONTRACTOR is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by ADMINISTRATION the CONTRACTOR shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

3.19 ADMINISTRATION ENTITLED TO RECOVER COMPENSATION PAID TO WORKMEN

3.19.1 If, for any reason, the ADMINISTRATION is obliged, by virtue of the provisions of the workman's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to any workman employed by the CONTRACTOR/sub-CONTRACTOR in the execution of the WORKs, the ADMINISTRATION shall be entitled to recover from the CONTRACTOR, the amount of compensation so paid and without prejudice to the rights of the ADMINISTRATION, under the said act.

3.19.2 The ADMINISTRATION shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the ADMINISTRATION to the CONTRACTOR under this CONTRACT or otherwise. 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 authority to the satisfaction of the ADMINISTRATION to recover all costs for which the ADMINISTRATION might become liable in consequence of contesting such claim.

3.20 SECURITY DEPOSIT AND RETENTION

3.20.1 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:

3.20.2 50% of the security deposit will be released with the final bill, subject to producing necessary approval/clearance from the Engineer as defined in this agreement where applicable and satisfactory commissioning of the said 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

3.20.3 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.

3.20.4 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 forefeited 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 may be 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.

3.20.5 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 CONTRACTOR 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.

3.21 TAX – GST & TDS

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.

f. The ADMINISTRATION shall deduct Tax Deduction at Source (TDS for such taxes at the rates fixed and revised by Relevant Authorities) from each payment/bill due to CONTRACTOR. The ADMINISTRATION shall issue TDS certificate in favour of CONTRACTOR for the TDS so recovered.

3.22 DETERMINATION OF VARIATION OF RATES QUOTED

3.22.1 Certain items have been asked to be quoted against a basic cost for the principal component of the item, as given in the **bills of quantity as per Annexure VII**

3.22.2 The basic rate of materials indicated is the cost of materials only. The rates are inclusive of loading, unloading and Transportation charges but **exclusive of taxes** as per invoices for supply at Vellore which shall be required to be submitted.

3.22.3 In the event that the cost of the items varies from the basic Rate Given, the difference between the invoiced rate and the basic Rate Indicated in the schedule will be directly deducted / added against the rate quoted without giving any margin.

3.22.4 The scope of work is generally defined but not limited to what is given in the bills of quantities. Works of similar nature within the frame work of this contract shall also have to be executed by the contractor as per quoted rates.

3.23 ELECTRICITY AND WATER COST

3.23.1 The **CONTRACTOR** shall comply with the provisions of any statutes and regulations / byelaws of any local Authority and water and / or electricity supply agencies.

3.23.2 Water available in the Campus will be made available at one point by the **ADMINISTRATION Free of Cost**. In Every such case, however the Contractor shall, at his own cost, make arrangements for necessary connections, including additional pipe lines, pumping arrangements etc.,

3.23.3 Electricity shall be made available at one point near/within the construction premises with metering arrangements. The Contractor shall make arrangements to use the Electricity at the site of Construction with proper Safety measures.

As per TANGEDCO norms, for construction purposes a "Temporary Supply" has to be availed from TANGEDCO with separate metering arrangements (Meter provided by TANGEDCO). This reading is taken and energy consumption charges shall be paid to TANGEDCO by the CMC Electrical Department as per the Temporary Supply Tariff applicable and deducted from the Contractor's Bill.

Presently the Temporary Supply units cost Rs.13.25 / Unit (subject to revision from TANGEDCO).

The Institutional policy regarding Electricity charges is as given below:

a. For Demand requested below 10KW/KVA (Minor works):

Temporary unit charges @ Rs.13.25/unit ---------- (1)
DG charges @ 5% of the above. ---------- (2)
Electrical Tax @ 5% of (1+2)

b. For Demand requested above 10KW (Major works)

Temporary unit charges @ Rs.13.25/unit ---------- (1)
Demand charges @ Rs.608/KVA ---------- (2)
DG charges @ 5% of (1) above ---------- (3)
Electrical Tax @ 5% of (1+2+3)

3.23.4 The **CONTRACTOR** shall comply with the provisions of any statutes and regulations / byelaws of any local Authority and water and / or electricity supply agencies.

3.24 Preparation & Payment of Bills:

3.24.1 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.

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

3.24.3 Part payments made from time to 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.

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

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

3.25 LIQUIDATED DAMAGES AND COMPENSATION FOR DELAY

3.25.1 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.

3.25.2 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.

3.25.3 **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.

3.25.4 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. 13,000.00 per week and subject to a maximum of Rs. 1,04,000.00. I**f the overall delay is more than 8 weeks, the **CONTRACT** is liable to be terminated as per the relevant clause.

3.25.5 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. 13,000.00/- per week and subject to a maximum of Rs. 52,000.00**

3.25.6 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.

3.26 SETTLEMENT OF FINAL BILLS

3.26.1 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.

3.26.2 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** as per the **CONTRACT.**

3.26.3 On the expiration of the **PERIOD OF MAINTENANCE** 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**.

3.26.4 **Period of completion** – work has to be completed within **3 months -Phase wise manner** from the date of Handing over of site.

3.26.5 If any damage occurs, the cost incurred towards rectification/replacement should be borne by the Contractor

3.26.6 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** shall commence from the date of issue of the **COMPLETION CERTIFICATE**.

3.26.7 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 s**pecified 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.

3.26.8 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.

3.27 POST AUDITING BILLS

3.27.1 Not withstanding 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.

3.28 Variation in Quantities and Additional items of work

3.28.1 The items of work and quantities given in the schedule are only approximate.

3.28.2 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 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.**

3.28.3 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.

3.28.4 Wherever possible the rate shall be derived from the agreement items, in which case no other alternatives will be considered.

3.28.5 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 overhead charges

3.29 PRICE ESCALATION:

3.29.1 No claim on account of any escalation in whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period of completion of the works. No escalation shall be applicable on this contract.

4.0 Approved make of materials

1	Water proofing compound	Impermo/ Fosrac
2	Ceramic/Vitrified tiles 600x600mm floor	Nitco/Somany/Kajaria / approved equivalent
3	Ceramic/Vitrified tiles 300x300mm floor	Nitco/Somany/Kajaria / approved equivalent
4	Ceramic tiles 300x300/450/600mm wall tile	Nitco/Somany/Kajaria / approved equivalent
5	Glass	Saintgobain(or) Approved equivalent
6	PVC pipe for internal drainage lines	Supreme / Finolex
7	PVC pipe for external drainage lines	Supreme / Finolex
8	PVC pipe SWR type B waste / Sewage water line	Supreme / Finolex
9	PVC pipe SWR type A rain water	Supreme / Finolex
10	PVC pipe fittings	Supreme/ approved equivalent
11	PVC Nahini trap	Supreme/ Finolex
12	PVC Multi floor trap	Supreme/ Finolex
13	G.I pipe (water line) 'B' class	APL APOLLO/ approved equl
14	G.I pipe fittings	'UNIK' brand
15	CPVC Pipes	Ashirvad/Astral/appd.Equivalent
16	CP angle cock with CP wall Flange for WHB & Flush out tank	Plumber Catalog No.EC-507
17	CP bottle trap with CP wall Flange	Plumber Catalog No.UN-1730
18	CP two way bib cock with health faucet with CP wall Flange	Plumber Catalog No.EC-209 &IT-1904
19	CP short /long body tap with CP wall Flange	Plumber Catalog No.EC-202 &bEC-203
20	CP Long body	Plumber Catalog No.EC-202 &bEC-203
21	CP Elbow bib cock	Waterman/appd.Equivalent
22	EWC "S/P" trap white in colour	Parry ware / hind ware
23	WHB 550x400mm white in colour	Parry ware / hind ware
24	Gate Valve heavy duty	Elco/appd. Equl
25	Butterfly Valve	Zolota / appd equivalent
26	Tile joint grout	Balendura/appd Equl
27	Door Closer	Rolex/appd.equivalent
28	MDF Board	Duratuff/appd equivalent
29	Plywood board	Kitply/century//appd equivalent
30	Furniture Fittings	Ozone/appd.equivalent
31	Plumbing fitting	Plumber (or) Approved equivalent
32	Mirror – Plastic frame with hard board	Philco make/appd. Equl
33	C P towel rod	Plumber/appd equivalent
34	Aluminium Section	Jindal / approved equivalent
35	Waterproofing Chemical	M/s Fosroc Chemicals
36	False ceiling	Daiken
37	Galavaluma Sheet	Tata Blue sky/JSW/appd.equivalent
38	MS Structural	APL Appolo/Jindal/appd,equivalent
39	PUF Sheet	Metecno/Lloyd/appd.equivalent

	The following are the accepted make of 1st quality Materials to be used on painting works.	
40	Enamel, Distemper & Emulsion paint	Asian /Jotun/ Nippon
41	Wall primer oil, water based	Asian /Jotun/ Nippon
42	Wood primer	Asian /Jotun/ Nippon
43	White cement	Birla / JK
44	Metal primer (Zinc chromate)	Asian /Jotun/ Shalimar
45	Wall care putty	Birla/JK/Ramco
46	Wood polish	Sheenlac/appd equivalent

GENERAL SUPERINTENDENT **CONTRACTOR**

5.0 DECLARATION FORM

1.I _____ aged _____ having address _____ _____ have gone through and understood BOQ specifications, drawings and terms & Conditions in the tender quotation dated _____. Based on that only, I have quoted my rates.

2.I have visited the site and location of all other criteria of the site before participating in the Tender.

3.I assure to inform that, I will execute the work within my Quoted rates after negotiation till the end of Contract Period.

4.I agree to execute the work within the time schedule specified in the Tender schedule.

5.During execution I will not request for revision in rates ,difference in cost pertaining to the item and the same will be executed within my quoted rate using with equivalent approved material after necessary approval obtaining from CMC.

6.In case of non availability of approved make during the contract period due to any reason alternate material will be used after obtaining approved from CMC administration and will be treated as additional item.

CONTRACTOR