ARTICLES OF AGREEMENT

This Agreement for construction entered this day of Sep 2020, between Mr. DV UPPAR Bangalore -- hereinafter referred to as EMPLOYER of the First part.

AND

BHOOSIRI CONSTRUCTIONS, represented by MANJUNATHA K B, Managing Director, having office at Hemadri Building, 2nd cross, near

NDA, Sadhashivanagar , Nelamangala, Bangalore Rural - 561 123 hereinafter referred to as the CONTRACTOR of the other part.

Whereas the Employer is desirous to construct a warehouse at Sy No \_\_\_\_\_\_\_\_\_\_Hoskote, Bangalore and has caused drawings and describing the work to be prepared by the contractor. The conditions of contract, specifications, drawings and the schedule of quantities have been included in this document to be signed on behalf of the parties hereto.

And whereas the contractor had agreed to execute upon subject to the conditions set forth herein (hereafter referred to as the 'said conditions') at the respective rates mentioned in the 'schedule of quantities'.

NOW IT IS HEREBY AGREED AS FOLLOWS:

* In consideration of payment to be made to the contractors as hereinafter provided, they shall upon and subject to the said conditions execute and complete the work as shown in the drawings and fathered detailed drawings which may be furnished by the contractors to the Employer / Employer's authorized representative and described in the said schedule of quantities and specifications.
* The employer shall pay to the contractors such sums as shall become payable at the time and in the manner specified in the said conditions.
* The drawings, agreement & documents above mentioned shall form basis of the contract. The said contract comprises the construction as specified in annexure 1.
* The said conditions shall be read and construed as forming part of this agreement and the parties hereto will abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts as hereinafter set out.
* The contractor will be allowed to enter upon the said plot of land for construction only as license and shall not be entitled to claim possession of or lieu on the site or of any Construction thereon notwithstanding any claim the constructor may have against the employer.
* The said work will be deemed to have commenced from the date of handing over the structure within a period of 6 months (the structure with plastering) and if the time of completion is extended by mutual consent within such extended period. "Time" being the essence of the contract.
* This contract is a material contract, and is a design, build project where in the contractor shall provide the plans, structural drawings and all other drawings required for the project.
* All disputes arising out or in any way connected with this agreement shall be deemed to have   
  arisen and only courts in Bangalore shall have the jurisdiction to entertain and determine the same.

SCOPE OF WORKS IN THE PROJECT

Project Details:

* PEE (Pre-engineered Building) [A-type] (schematic plans and sections attached)
* Height: 30 feet clear eave height with required centre support for the warehouse.
* (Standards using: AISC for steel structure as per IS codes.)

Following area, the specifications of various types of works to be executed. It is hereby understood that the construction would be of good standards to Engineering specifications.

CIVIL SCOPE OF WORK:

FOUNDATION

1. Earth work excavation for foundations and footings up to hard soil, removing and carrying away the excess earth and bailing out of water if any etc.
2. Providing and laying 4" thick PCC 1:4:8 for foundation bed.
3. Constructing of S.S.M. in foundation in CM 1:8 in courses not less than 6" high using through bond stones at every mt. Level intervals including all lead and lift etc., complete.
4. SSM Below Ground level - 2'6" depth *(as per design & drawing)*
5. SSM Above Ground level - 4'0" height *(as per design & drawing)*
6. Laying RCC grade M20 for plinth beam *(as per design)* including form work consolidated curing etc., complete as per drawing back filling the area from earth available inside & Earth bought from outside to the required level, watering consolidated etc., complete. *(Note: Earth* *bought from outside shall be in Employer scope)*
7. Rock excavation / blasting shall be in Employer scope.

R.C.C. WORKS

Providing and laying machine mixed cement concrete of M20 grade using 20mm and down size graded granite aggregates and M sand at all levels including scaffolding, shuttering, reinforcement, barbending, vibrating of concrete at all heights including all lead and lifts as per drawing for the following.

1. Columns and footings.
2. Plinth beam
3. RCC retaining wall
4. Lintels beams
5. Roof slab & Beam

MASONRY

Providing and constructing loft high masonry wall in superstructure of 6" thick wall with good quality solid blocks in CM 1:6 including curing scaffolding etc, complete.

FLOORING WORK

1. Providing & laying soling work with soil filling using 10 Ton Roller for levelling *&* compact.
2. VDF 4" Thk concrete with smooth cement finishing.
3. Considered finished floor level as 4'0" from ground level.

PLASTERING AND PAINTING

1. Preparing the internal surfaces of the walls, beams, lintels and plastering with CM 1:6 on one coat and finish smooth with lime rendering including scaffolding etc., at all heights complete.
2. Preparing external surfaces of walls and plastering the same in CM 1:6 with necessary curing scaffolding etc., at all heights complete.
3. Preparing internal & external surfaces of walls and ceiling and applying 2 coats of suryacem at all heights including scaffolding, curing etc., complete.

ROLLING SHUTTER & FIRE EXIT DOOR

Providing and fixing rolling shutter of required size and numbers (with gear types).

Fire door (120 minutes), CONFORMS TO IS 3614 (PART 2) 1992 BS476 (PART 20 & 22) AND 150834

STEEL STRUCTURE

ROOFING AND TRUSS WORKS

1. Truss works will be as per structural drawings and details. (TATA STEEL, JINDAL, SAIL) with 2 / C HR Purlins will be used.
2. Zinc coated galvanized (PPGL) sheet shall be used for roofing and cladding. The cladding part will of 20' feet down from the top including sheet accessories like gutter, down take and other standard accessories.
3. All structural members with one coat of yellow / red oxide primer and one coat of standard and straight colour enamel paint like Oxford Blue, Dark grey, Smoke grey (Asian or Burger paints) shall he used.

QUALITY STANDARDS PEB BUILDING

The quality standards shall be strictly followed and adhered in line with relevant IS standards which shall be verified and certified by our Quality Control Department.

DESIGN CRITERIA

|  |  |  |
| --- | --- | --- |
| SI.No | Description | Standards |
| 1 | Dead Load | As per sheet Thickness 0.5 Kn/M2 |
| 2 | Live Load | As per IS 875 part II |
| 3 | Wind Speed | As per IS 875 part III |
| 4 | Design Code for Steel | IS 800-2007,IS 800-1984 |
| 5 | Design Code for Concrete | IS 456-2000 |
| 6 | Purlin |  |
| 7 | Software | STAAD, AutoCADD, RC-DC |

**Building is designed as per relevant Indian Codes / International Standards as listed below:-**

DESIGN PROCEDURES As per 800 and SP: 38(S&T) of 1987/ ASD

(Ninth edition)/LRFD/MBMA-2002/BS-5950.

WELDING As per 1.5. 816 of 1969, 817 of 1966, 818 of

1968, 822 of 1970/A.W.S D 1.1(2002 Ed.)

SECTION PROPERTIES: As per I.S. 801/811 of 1987 & SP: 6(5)

EARTHQUAKE RESISTANT: As per I.S. 1893 of 2002.1BC-2006

MATERIAL: As per 1.5. 8500, 2062, 513, 5986, Fe-

410,510,

FASTNERS: As per 1.5. 6639 of 1972, 3138 of 1966 &

3757 of 1972

ERECTION As per I.S. 7205 of 1974

FAB: TOLERANCES As per 1.5. 7215 of 1974/BS-5950

STEEL WORK FINISH

1. One Coat of Primer.
2. Supply and application of one / two coat of Synthetic enamel paint at site.
3. Only standard and straight colours like Oxford Blue shall be used. However, please do note that we don't recommend use of Mixed colours or mixing colours.

SPECIFICATION OF MATERIALS USED

1. Cement: Penna, Zua. ri, BIRLA SUPER, BIRLA ULTRATEC.
2. TMT Steel: ISI TOR STEEL,
3. PEB: JINDAL STEEL, TATA STEEL, SAIL

THE BASIC PRICES OF MATERIALS

1. Cement: Rs.305 per bag
2. TMT Steel: Rs 51,000 per MT
3. Steel Flat material (plates): Rs 50,000 per MT

***Change in basic rates upto +/- 5% shall be considered for revision in overall cost of the project at the time of execution.***

**Approx Area.**

Block 1 : 1,34, 974 sft

Block 2 : 18,870 sft

Mezzanine slab (Block 1) : 5,000 sft

Total Built up area: 1,58,844 Sqft.

*Cost of Construction Works :1,58,844* ***sqfi-x =*** *Rs.*

*GST 018% of the contract value shall be extra.'*

Total Contract Value : **Rs.**

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

*The**total cost of constructions shall be**calculated with respect of total plinth areas (outer edge to outer edge of columns).*

**Payment Schedule:**

30% as advance along with the work order.

30% completion of plinth beam and related civil works.

20 % when the fabricated material is ready for erection.

10% completion of erection of structural and sheeting.

10% completion of sheeting.

CONDITIONS OF CONTRACT

01. **INTERPRETATION**

In construing these Conditions, the Specifications, Schedule of quantities, Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires. This "Contract" shall comprise of the Articles of Agreement, the Conditions of Contract, the Schedule of quantities, Specifications and Drawings attached thereto and including those to which only a reference is made herein. "Work" or "Works" shall mean all work or works defined by Schedule of Quantities, Drawings, Specifications and such other work or works as the contractor may be entrusted with for carrying out under this contract.

"Employer" shall mean "Mr. D V UPPAR,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bangalore\_\_\_\_\_\_\_\_\_\_\_\_”. and shall include its assigns.

"Contractor" shall mean M/s BHOOSIRI CONSTRUCTIONS represented by Mr. MANJUNATHA K B, Managing Director, having office at Hemadri Building, 2nd cross, near NDA, Sadhashivanagar , Nelamangala, Bangalore Rural - 561 123 and shall include his/their heirs, executors, administrators and assigns.

"Engineer in Charge" shall mean the person appointed by the Employer to superintend the work. He / they will receive his / their instructions on the works from the Employer.

"Site" shall mean the site of the contract works as shown on the site plan attached hereto including any buildings and erections thereon and any other land adjoining thereto (inclusively) as aforesaid allotted by the Employers for the Contractor's use.

"Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Town Insolvency Act or the provisional insolvency Act or any amending statute.

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

"Virtual Completion" shall mean that the building(s) is fit for occupation, free from rubbish, clearing of debris/dirt from site.

Words importing persons include firms and Corporations. Words importing the singular only also include the plural and vice versa, where the context so requires.

Short heading is given to the clauses for convenience and they will not limit the meaning or scope of clauses in any way. The work shall be carried out in accordance with directions and to the satisfaction of the Employer in accordance with the Drawings, Specifications and Schedule of Quantities and further oral or written instructions of the Employer.

The Basic Rates of the Materials which may be supplied by the Employer / Employer's authorized representative shall be as per the Preamble to Schedule of Quantities.

02. **SCOPE OF THE CONTRACT**

The Contractor shall carryout and complete the works (as described in the Preamble to Schedule of Quantities) in every respect in accordance with this contract and in accordance with the directions of the Employer / Employer's authorized representative and to the satisfaction of the Employer / Employer's authorized representative.

1. The variations or modifications of the design, quality or quantity of works or the additions or omissions or substitution of any work.
2. Any discrepancy in the drawings or between the schedule or quantities and / or drawings and / or specifications.
3. The temoval from the site of any material brought there on by the Contractor and the substitution of anv other materials therefrom.
4. The removal and / or re-execution of any works executed by the Contractor.
5. The dismissal of any persons employed on the works thereupon.
6. The opening up for inspection of any work covered up.
7. The amending and making good of any defects.

The contractor shall comply with and duly execute any work comprised in such instructions, details, directions and explanations provided always that if the Employer / Employer's authorized representative instructions involve variations from the Schedule of quantities, such instructions shall be issued by the Employer / Employer's authorized representative in writing and the contractor shall take action as stipulated.

03. **DRAWINGS AND SPECIFICATIONS**

Complete sets of the drawings, specifications and schedule of quantities shall be furnished by the contractors to the Employer / Employer's authorized representative for approval from time to time as the work progresses, which in their opinion may be necessary for the execution of any part of the work. Such copies shall be kept on the works and the Employer / Employer's authorized representative shall, at all reasonable times, have access to the same, and they shall be returned to the Employer / Employer's authorized representative by the Contractor before the issue of the Certificate for Completion of Work.

1. **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the Drawings, Price schedule of Quantities and Specifications taken together whether the same may or may not be explicitly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy therein, he shall immediately and in writing refer the same to the Employer / Employer's authorized representative whose decision shall be followed. The Contractor shall provide himself for ground and water (when it is not available at a point on the surface being provided by the Employer) for the carrying out work. The employer shall not charge the contractor for his own unrented ground. The employer shall on no account be responsible for the expense incurred by the contractor for hired ground.

The contractor shall supply, fix and maintain at his cost, during progress of work, necessary staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day, required not only for the proper execution and protection of the said work, but also for the protection of the public and the safety of any adjacent roads, streets, cellars, vaults, ovens, pavements, walls, houses, buildings and all other erections, matters or things, and the contractor shall lake down and remove any or all such centering, scaffolding, staging, •planking, timbering, strutting, shoring, etc., as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed during the execution of the work to the satisfaction of the Employer / Employer's authorized representative.

1. **AUTHORITIES, NOTICES AND PAYMENTS**

The Contracts shall indemnify the Employer / Employer's authorized representative against all patent rights, mistakes in setting out, mishaps in setting out, mishaps in construction and injury to workmen, damage to persons and property etc., they shall make good the damage at their own expense and the employer with the consent of the Employer / Employer's authorized representative is empowered to deduct the same from their bill. The Contractors will get their workmen insured under workmen's compensation Act. The contractors shall conform to the provisions and regulations of all public authorities, lighting and other companies. No variation should be made without giving written notice to the Employer / Employer's authorized representative.

1. **SETTING OUT WORKS**

The contractors shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment if at any time any error shall appear during the progress of the buildings or any part thereof the contractor shall amend at their own cost any errors arising from inaccurate setting out unless the architects shall decide to the contrary. The contractors shall not take any advantage of any error, omission or oversight in the Drawings and shall immediately bring it to the notice of the Employer / Employer's authorized representative. The contractors shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, specifications etc.

07. **ALTERATIONS ADDITIONS AND OMISSIONS**

The Employer / Employer's authorized representative shall have the power to make any variation of the quality or quantity of the works or any part thereof that may in his opinion be necessary and for that purpose or if for any other reason it shall, in his opinion, be desirable and shall have power to order the contractor to do and the contractor shall do any of the following:

1. Increase or decrease the quantity of any work included to the Contract *(based on mutual consent & agreed rate)*
2. Omit any such work
3. Change the character or quality of kind of any such work. *(based on mutual consent & agreed riite)*
4. Change the levels, lines, positions and dimensions of any part of the work, and,
5. Execute any additional work of any kind necessary for the proper completion of the works and no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such variations will be taken into account in ascertaining the amount payable to the contractor. No such variation shall be made by the Contractor without an order in writing from the Employer / Employer's authorized representative provided that no order in writing shall be required for increase or decrease in the quantity of any work, where, such increase or decrease is not the result of an order given under this clause but is the result of the- quantities exceeding or being less than those stated in the Schedule of quantities.

08. **CONTRACTOR TO REMOVE OFFENSIVE MATTER**

Allsoil, filth or other matter of an offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor.

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09. **MATERIALS AND WORKMANSHIP**

All materials and workmanship shall be of respective kinds and quality described in the specifications, as well as in priced schedule of quantities and the contractors shall, upon the request of the Employer / Employer's authorized representative furnish them with vouchers to prove that the materials comply therewith. The Employer / Employer's authorized representative shall have the power of ordering removal immediately of any material which they shall consider defective and contractors shall replace the same with good ones immediately.

10. **SAMPLES**

1. Before ordering materials, the contractor shall get samples of the materials approved form the Employer / Employer's authorized representative well in time. No claim will be allowed for delay to the progress of works caused by tests. If called upon by the Employer / Employer's authorized representative the contractor shall produce proof for having arranged for the supply of materials well in time.
2. The contractor shall furnish well in time before work commences, at his own cost, any samples of materials or workmanship that may be called for by the Employer / Employer's authorized representative for his approval or rejection and any further samples in case of rejection until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.
3. All samples for testing shall be supplied by the contractor at his own expense FO the approval of the Employer / Employer's authorized representative. The cost of carrying out tests shall be borne by the contractor.

11. **FAULTY MATERIALS AND WORK**

The Employer / Employer's authorized representative shall during the progress of the work from time to time, have power to order in writing, the removal from the works, within such time or times, as may be specified in the order, of any materials and/or workmanship which, in the opinion of the Employer / Employer's authorized representative are not in accordance with the specification or the instructions of the Employer / Employer's authorized representative and the substitution with proper materials and/or workmanship and the removal and re-execution of any work executed with materials and workmanship not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his owncost. In case of default on the part of the contractor to carry out such order, the employer shall have power to employ and pay other persons to carry out the same: and all expenses consequent thereon or incidental thereto, shall be borne by the contractor and shall be recoverable from him by the Employer, or may be deducted by the employer from any moneys due, or that may become due to the contractor. The Employer / Employer's authorized representative shall be at liberty to reject/devalue the quantum of work or part thereof undertaken by the contractor between the intervals of time of testing, in case the quality of respective items of work is not found satisfactory as per the set standards of acceptance of work.

12. **ACCESS**

The Employer / Employer's authorized representative shall at all times have access to the works, workshop of the contractors or any other place where work is being prepared for the said contract work. The Engineer in charge on the work shall be considered to act solely as inspector under the Employer / Employer's authorized representative and the Contractors shall afford him every facility for examining the works and materials and all the Drawings approved by the Employer / Employer's authorized representative before the issue of the final certificate. If any work is to be done at a place other than the Site of work, the Contractor shall obtain the written permission of the Employer / Employer's authorized representative for doing so.

13. **SUPERVISION AND FOREMAN**

The contractor shall give all necessary superintendence during the execution of the works. The contractor, during the execution of work, irrespective of the fact whether the proprietor himself is a qualified Engineer or not, shall employ a fulltime competent supervisor / Engineer with a minimum of 1 years' experience on such similar major construction sites, approved by the Employer / Employer's authorized representative and having full understanding of the work, who shall be constantly in attendance at the building, while the men are at work. He shall take instructions directly form the Employer / Employer's authorized representative, any directions, explanations, instructions or notice given by the Employer / Employer's authorized representative to such site Engineer shall be held to be given to the contractor and binding on him.

1. **DISMISSAL OF WORKMEN**

The Contractors shall on request of the Employer / Employer's authorized representative, immediately dismiss from the works any person employed thereon by them who may, in the opinion of the Employer / Employer's authorized representative be incompetent or misconducts himself and such person shall not be again employed on the works without the permission of the Employer / Employer's authorized representative.

1. **DATE OF COMMENCEMENT AND COMPLETION**

The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the "Period of completion" stated in Appendix subject nevertheless, to the provisions for extension of time hereinafter contained.

1. **ASSIGNMENT**

The whole of the work included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share of interest therein nor shall he take a new partner without the written consent of the Employer / Employer's authorized representative and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during its progress.

1. **SUB-CONTRACTORS**

All Specialist Merchants, Tradesmen and others executing any work or supplying or who may be nominated or selected by the Employer / Employer's authorized representative are hereby declared to the sub-contractors and are here referred to as nominated sub-contractors. No nominated sub­contractor shall be employed on or in connection with the work against whom the Contractors shall make reasonable objection or (save where the Employer / Employer's authorized representative and the Contractor shall otherwise agree) who will not enter into a contract provided: -

1. That the nominated sub-Contractor shall indemnify the Contractor against the same Obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.
2. That the nominated Sub Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-contractor or his servants or Agents or any misuse by him or them or any scaffolding or other plant or the property of the Contractor or under any Workman's Compensation Act in force.
3. **ATTENDANCE ON SUB-CONTRACTORS**

The Contractor shall be responsible for the Co-ordination of all the work including that of sub­contractors of all the work and nominated sub-contractors, for arranging runs of all services and working to the requirements and layouts of the specialist trades, in all matters necessary for the complete execution of the work. Rates quoted by the contractor shall be inclusive of all attendance on sub-contractors or other contractors nominated by the Employer. Contractor must allow for provision of the use of his scaffolding to sub-contractors and for its retention until such time all relevant sub­contract works are completed. The Contractor shall accept liability for and bear the cost of the supply of all necessary water, Electricity, lighting, watching etc., for the sub-contractor's work.

The contractor must allow in his rates for making good any holes and chases lift by the sub-contractors or other contractors nominated by the Employer before the builder's work is completed and handed over.

1. **OTHER PERSONS ENGAGED BY EMPLOYER**

The contractor shall render full facilities to other contractors appointed by the Employer and shall co­operate with them in the execution of the building work. In case of dispute the Employer / Employer's authorized representative decision shall be final. However, no extension to the completion time will be allowed to the Contractor on this account unless the delay caused by other agencies is in the opinion of the Employer / Employer's authorized representative a cause for delay in completing the work.

1. **VARIATIONS**

The Contractor may when authorized and shall when directed, in writing by the Employer / Employer's authorized representative, add to, omit from or vary the works shown upon the Drawings or described in Specification or included in the Priced Schedule of Quantities but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer / Employer's authorized representative, if confirmed by the constrictor in writing within seven days, is deemed to have been given in writing. Any such extra is herein referred to as an authorized extra. No variations i.e. additions, omissions or substitutions shall vitiate the Contract. The rates of items not included in the schedule of Quantities shall be settled by the Employer / Employer's authorized representative in accordance with the following rules:

1. The net rates of prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
2. The net price of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of work are carried out the price for the same shall be valued under hereof.
3. Where the extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of "works are carried" out or if the amount of any omission or addition relative to the amount of the whole or the Contract works or to any part thereof shall be such that in the opinion of the Employer / Employer's authorized representative the net rate of price contained in the Priced Schedule of Quantities or Tender or for any item of the work involves loss or expense beyond that reasonably contemplated by the Contractor is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer / Employer's authorized representative shall fix another rate or price as in the circumstances he shall think reasonable and proper.
4. Where extra work cannot be properly measured or valued, the contractor shall be allowed day work prices at the net rates stated in the Tender or the Priced Schedule of Quantities or, if not so, stated, then in accordance the local day work rates and wages for the district; provided that in either case voucher specifying the daily time (and if required by The Employer / Employer's authorized representative the names of workmen employed) and materials incorporated by delivered for verification to the Employer / Employer's authorized representative, or before the end of the week following that in which the work has been executed. The Employer / Employer's authorized representative is not bound to recognize the cost of materials furnished in vouchers and in case the market value of such materials is found to be lower than that depicted in the vouchers, the Employer / Employer's authorized representative, at his discretion, will fix the price of such materials based upon market value. The opinion of the Employer / Employer's authorized representative as to whether it is an Extra/ substituted item or not, and if so, what rates should be paid, shall be final and binding on both the parties. Rates fixed on the basis as hereinbefore mentioned shall include materials, labour, taxes and duties plus 15% as Contractors Overheads and Profits on all items.
5. **THIRD PARTY WORKS DAMAGE TO NEIGHBOURING PROPERTY WORKMEN'S COMPENSATION**

The Contractor shall be responsible for all injury to persons, animals or things, and for all damage to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his sub-contractor or of any of his sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. The clause shall he held to include inter alias, any damage to building, whether immediately adjacent or otherwise and any damage to building, road, streets, footpaths, bridges, or ways as well as damage caused to the building and the works forming the subject of this contract by frost, rain, wind or other inclemency or the weather. The contractor shall fully indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of any award or compensation or damages consequent upon such claim. The contractor shall reinstate all damage of every sort mentioned in this Clause so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of the third parties. The Contractor shall fully indemnify the Employer against all claims which may be made against the Employer by any member of the Public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the Virtual Completion of the Contract with any 'nationalized general insurance company', a policy of insurance of adequate amount in the joint names of the Employer and the contractor against all claims which may be made upon the Employer, whether under the Workman's Compensation Act of any other statute in force during the currency of this contractor or at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain until the virtual completion of the contract, with any "nationalized general insurance company", a policy of insurance of adequate amount in the joint names of the Employer and the contractor against such risks and deposit such policy or policies with the architect from time to time during the currency of this contract. The contractor shall be responsible for anything which may be excluded form the insurance policies above referred to and also for all other damage to any property arising out of or incidental to the negligence or defective carrying out of this contract. The contractor shall also fully indemnify the employer in respect of any costs, charges or expenses arising out of any claim or proceedings at law and also in respect of any award of compensation of damages arising there from. The Employer shall be at liberty and is hereby empowered to deduct fully the amount of any damages, compensation costs, charges and expenses or accruing from or in respect of any such claim or damage from any sum or sums due or to become due to the Contractor.

22. **EXTENSION OF TIME**

If in the opinion of the Employer / Employer's authorized representative the works be delayed

1. by force majeure or
2. by reason of any exceptionally inclement weather or
3. by reason of proceedings taken or threatened by or disputes with adjoining or neighbouring or public authorities or
4. by the works or delay of other contractors or tradesmen engaged by the Employer / Employer's authorized representative and not referred to in the schedule of quantities and or specification
5. by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or

0 in consequence of the Contractor not having received in due time necessary instructions from the Employer / Employer's authorized representative for which he shall have specifically applied in writing or

1. by other causes which the Employer / Employer's authorized representative may certify as beyond the control or the contractor or
2. by reason of non-payment against interim Certificates at specified time,

The Employer / Employer's authorized representative shall make a fair and reasonable extension of time for completion of works. The contractor shall immediately give a written notice thereof to the Employer / Employer's authorized representative but shall nevertheless constantly use his endeavors to prevent delay and proceed with the work diligently. The contractor hereby agrees that extension of time requested for and granted by the Employer shall be treated as an extension of time without any claim of contractor for compensation or damages for any reasons whatsoever including those for which the extension is grated.

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1. **DAMAGES FOR NON-COMPLETION OF WORK**

The contractors shall commence the work of the building on the date mentioned in the appendix and shall complete within the period agreed. If the said work is not completed within the aforesaid period and the Employer / Employer's authorized representative certify in writing that in their option the same ought reasonable so to have been completed, the contractors shall pay to the employer of the employer shall be entitled to deduct from the moneys due to the said contractors, the sum named in the appendix as 'Liquidated damages for Non-completion of work' for the period during which the said works shall so remain incomplete, until completion of the work.

1. **MEASUREMENT OF WORKS**

The Employer / Employer's authorized representative may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a qualified Agent to assist the Employer / Employer's authorized representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them. Should the contractor not attend or neglect or omit to send such Agent then the measurements taken by the Employer / Employer's authorized representative approved by him shall be taken to be correct measurements of the work. All measuring tapes shall be of steel and scaffolding and ladders that may be required for taking measurements shall be supplied by the Contractor, at his expense. The Mode of Measurements shall be in accordance with the latest brochure issued by the Indian Standards Institution on 'Method of Measurement of Building works'. The Contractor shall be paid by the Employer from time to time by instalment under interim Certificate to be issued by the Employer / Employer's authorized representative to the Contractor on Account of the Work executed when in the opinion of the Employer / Employer's authorized representative work to the approximate value named in the Appendix as "Value of work for interim certificate" (or less at the reasonable discretion of the Architect) has been executed in accordance with this contract. The interim Certificate shall be based upon interim bills or running account bills to be prepared by the contractor and supported by the detailed measurements. The Employer / Employer's authorized representative may include in the interim certificate such amount as he may consider proper on account materials delivered upon the site by the contractor for use in the work. In case any materials have been supplied by the Employer to the Contractor in connection with the work, necessary recovery for same shall be deducted from the bills of the Contractor by the Employer / Employer's authorized representative at the rates of such materials as stipulated while calling for tenders and in other cases at a stock rate of Market rates of such materials, whichever, is higher. The Contractor will however not be entitled to modify his rates for items of work requiring use of such materials and when the work has been virtually completed and the Employer / Employer's authorized representative shall have certified in writing that it has been as completed on the basis of detailed measurements and after obtaining the written endorsement by the Employer / Employer's authorized representative that he has made a final scrutiny and that there are no disputed items, rates or quantities, the Contractor shall be paid by theEmployer a sum of money named in the appendix as "instalment after virtual Completion" and the Contractor shall be entitled to the payment of the final bill in accordance with the final certificate to be issued in writing with the approval of the architect within expiration of the period referred to as "Defects Liability Period" *(12 months from date of complete handover of the project)* in the Appendix hereto from the date of Virtual completion or as soon after the expiration of such period as the work shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall last happen. Provided always that the issue by the Employer / Employer's authorized representative of any Certificate during the progress of the works or after the completion, shall not relieve the Contractor from his liability, in cases of fraud, dishonesty, or fraudulent concealment relating to the work or materials or to any matter dealt with in the Certificate, in case of all defects and insufficiencies in the work or materials which a reasonable estimation would not have disclosed. No certificate of the Architect shall of itself be conclusive evidence that any work or materials to which it is related are in accordance with contract.

Payment upon the Employer's authorized representative Certificate shall be made within the periods named in the Appendix "Period for honouring interim Certificate" after such a certificate has been delivered to the Employer. The Employer's authorized representative shall have power to withhold any certificate if the work or any part thereof are not being carried out to his satisfaction.

25. **OPENING UP OF WORK**

The Contractors shall on the request of the Employer / Employer's authorized representative open for inspection any covered work done by them or by their sub-Contractors and should the Contractors refuse or neglect to comply with such request, the Employer / Employer's authorized representative may employ other workers to open up the same at the expenses of the Contractors.

26. **CERTIFICATES AND PAYMENTS**

No certificate of the Employer / Employer's authorized representative shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract. The Employer's authorized representative shall have power to withhold any certificate if the work or any parts thereof are not being carried out to their satisfaction. The contractor has the right to stop the work if payment from the employer is not done against two consecutive interim certificates duly certified by the Employer's authorized representative and the period during which work is stopped shall be deemed as non-working period.

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

When in any certificate of which the contractor has received payment, the Employer / Employer's authorized representative has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the employer (for any loss or damage to which the contractor shall he reasonable) and they shall not be removed from the site except for the use on the work without the written authority of the Employer / Employer's authorized representative. All tools, plant and materials brought to the site by the contractor shall vest in the employer and shall not be removed from the site of works except by permission of the architect in writing. The employer shall have a lien on these materials and plant.

28. **DEFECTS AFTER COMPLETION**

The defects, shrinkages, settlements or other faults which may appear during the 'defects liability period' *(12 months from date of complete handover of the Project)* stated in the appendix hereto, arising in the opinion of the Employer / Employer's authorized representative who shall be the final authority for material and workmanship, not in accordance with the contract, shall upon the directions in writing of the Employer's authorized representative and within such reasonable time specified therein, be amended and made good by the contractor at his own cost and in case of default the employer can get the work done through another agency and make the said work or such portion thereof good at contractor's cost.

1. **Employer / Employer's authorized representative MAY DELAY PROGRESS**.

The Employer / Employer's authorized representative may delay the progress of work in case of rains or otherwise without vitiating the contract, and the Employer / Employer's authorized representative may grant such extension of time for completion of the contract as the Employer / Employer's authorized representative may think proper and sufficient in consequence of such delay and the contractor shall not make any claim for compensation of damage in relation thereto.

1. **DETERMINATION OF CONTRACT BY EMPLOYER.**

If the contractor (being an individual or a firm) commit any 'act of insolvency' or shall be adjudged as insolvent of shall make an assignment or composition for the benefit of the greater part in number of amount of his creditors, or shall enter into a deed of assignment with his creditors or (being an incorporated company) shall have an order made against him or pass an effective resolution for winding up either compulsorily or subject to the supervision of court or voluntarily, or if the official assignee of contractor shall repudiate the contract, or if the official assignee or the liquidator in any such winding up shall be unable within seven day after notice to him requiring him to do so, to show to the reason and satisfaction of the architects that he is able to carry out and fulfil the contract and if required by the architects to give security thereof , or if the contractor(whether an individual, firm or incorporated company) shall suffer execution to be issued or if the contractor shall suffer any payment under this to be attached by or on behalf of any creditors of the contractor, or if the contractor shall assign or sublet the contract without the consent in writing of the architects first obtained, or if the contractor shall encumber this contract or any payments due or which may become due to the contractor hereunder, or if the architects shall certify in writing to employer that in their opinion the contractor.

1. has abandoned the contract or
2. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from architects written notice to proceed, or
3. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or.
4. Has failed to remove materials from the site or to pull down and replace works within seven days after receiving from the Employer / Employer's authorized representative written notice that the said materials or works where condemned and rejected by the Employer / Employer's authorized representative under these conditions or
5. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or.
6. Has to the determent of good workmanship or in defiance of the Employer / Employer's authorized representative instructions to the contrary sublet any part of the contract?

Then and in any of the said causes the Employer may with the written consent of the Employer's authorized representative, notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Employer's authorized representative or the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the contractor has not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor. And further, the Employer with the consent of the Employer's authorized representative, by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon the premises or the adjoining lands or roads, and the use of the same as his own property or may employ the same by means of his own servants and workmen in carrying on the completion of the works by employing any other contractors or other person(s), and the Contractor shall not in any way interrupt or do any act, matter or things to prevent or hinder such other Contractor or other person or persons employed for competing and finishing or using the materials and plant for the works. When the work shall be completed or as soon thereafter as convenient the Employer / Employer's authorized representative shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of 14 days after receipt thereof by him, the Employer may sell the same by public auction and shall give credit to the Contractor for the amount so realized. The Employer's authorized representative shall thereafter ascertain and certify in writing under their hand what (if anything) shall be due or payable to or by the Employer: for the value of the said plant and materials so taken possession of by the Employer, and the expense or loss which the Employer shall have been put to in getting the works to be so completed, and the amount, if and owing to the Contractor to and the amount which shall he so certified shall, thereupon, be paid by the Employer to the Contractor, or by the Contractor to the Employer, as the case may be, and the certificate of the Architects shall be final and conclusive between the parties.

32. **DISPUTES TO BE FINALLY DETERMINED BY EMPLOYER AUTHORIZED REPRESENTATIVE**

The instructions, decision, opinion, direction, certificate or valuation with respect to all or any of the matters (which matters are herein referred to as excepted matters) or the Employer's authorized representative shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction certificate or valuation of the Employer's authorized representative to give any of the same shall, he subject to the right of Arbitration and review in the same in all respects (including the provision) as to opening the reference as if it were a decision of the Employer's authorized representative.

33. **SETTLEMENT OF DISPUTES ARBITRATION**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the work (whether during the progress of the work or after its completion and whether before after determination, abandonment or breach of the Contract) shall be referred to and settled by the Employer's authorized representative who shall state his decision in writing. The decision of the Employer's authorized representative with respect of any of the excepted matters shall be final and without appeal, but if the Contractor be dissatisfied-satisfied with the decision of the Employer's authorized representative on any other matter, the question of dispute of any kind (except any of the excepted matters) or as to the withholding by the Employer's authorized representative on any other matter, the question of dispute of any kind (except any of the excepted matters) or as to the withholding by the Employer's authorized representative of any payment to which the Contractor may claim to be entitled, then and in any such case, the Contractor within 28 days after receiving notice to such decision give a written notice to the Employer requiring that such matters in dispute be Arbitrated upon. Such written notice shall specify the matters which are in dispute or difference of which such written notice has given and no other shall be and is hereby to be referred to the Arbitration of the two Arbitrators one to be appointed by each party, which Arbitrators shall before be taking upon themselves the burden of Reference appoint an umpire. The qualification of the Arbitrator/Arbitrators/Umpire shall be (a) Fellow of the institution of Engineers (India) or (b) Fellow of the Indian Institute of Architects, or (c) Member of the Institution of Surveyors (India).

The Arbitrator, the Arbitrators or the umpire shall have to open up review and revise any certificate, opinion, decision, requisition, or notice, save in regard to the excepted matters and to determine all matters in dispute which shall be submitted to him or them and of which notice shall have been given as aforesaid. Upon every or any such reference the cost of Arbitration incidental to the Reference and Award respectively the discretion of the Arbitrator, or Arbitrators, or the Umpire, who may determine the amount thereof or direct the same to be taxed as between Attorney and Client, or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be submission to Arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. The Award of the Arbitrator, Arbitrators or the umpire shall be final and binding on the parties. Such reference shall not be opened or entered upon until after the completion or alleged completion of the works are until after the practical cessation of the work arising from any cause unless with the written consent of the Employer and the Contractor. Provided always that the Employer shall not withhold the payment of the interim Certificate nor shall the Contractor except with the consent in writing of the Employer / Employer's authorized representative in any way delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall until the award of the Arbitrator and or arbitrators or the Umpire shall be given abide by the decision of the Employer / Employer's authorized representative and no award of the Arbitrator or Arbitrators or the Umpire shall relieve the Contractor of his obligations to adhere strictly to the Employer / Employer's authorized representative instructions with regard to the actual carrying out of the works. The Contractor hereby also agrees that Arbitration under this clause shall be a condition precedent to any right of action Under the Contract.

03. **SPECIAL CONDITIONS**

1. GENERAL

These Special Conditions are meant to apply to the Specifications and Conditions of Contract The several documents forming this contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and detailed dimensions in preference to scale. If any discrepancy is noticed between these Special Conditions, Specifications, Conditions of Contract, Drawings etc., the following would be the order of precedence:

1. WATER AND ELECTRICITY

Bore well Water shall be supplied by the Employer free of cost at a convenient point on the Surface and the Contractor should make his own arrangements for storage of water required for construction. The Contractor shall make his/their own arrangements for laying of further pipe lines / sub mains from the point provided for by the Employer. In case water is arranged by the Contractor the same should conform to the requirements of Water fit for Construction purposes and the charges towards the water to be borne by the employer. The Contractor shall arrange with the concerned Electricity board authorities for a temporary meter and supply to the site of works and shall provide all temporary wiring, power and lighting points and clear away when no longer required. The Employer shall pay the deposits stipulated and the Contractor shall pay all charges for power consumed, including that consumed by sub-contractors. The Employer shall assist for signing of Forms etc., whenever required.

1. MATERIALS

Any certificate by which the contractor has received payment in which the value of material at site has been included, such material shall become the property of the Employer whether it has been issued by the Employer or not, the Contractor shall be liable for any loss or damage to any such material. The Contractor is responsible to maintain his own stores at site and be open to inspection by Employer / Employer's authorized representative. The Contractor shall ensure that only the required quantities of materials are stored. Owing to restriction in obtaining certain materials from the market, the Employer may have undertaken to supply certain materials at specified rates. In case of delay in supply of these materials by the Employer, the Contractor is required to keep himself in touch with the day- to-day position regarding the supply of such materials and to adjust the progress of the work in a manner that his labour may not remain idle nor may there be any claim for delay in obtaining such materials. No claim whatsoever shall be entertained on account of delays in supply of such materials.

4. INJURY TO PERSONS AND PROPERTY

The Contractor shall he responsible for all injury to person's animals or things and for all damage to the structure or decorative part of the property, Sub- Contractor's employees whether such injury arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. this clause shall be held to include 'interiliac' any damage to building, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or way as well as damage caused to the buildings and the works forming the subject of this contract by frost, rain or other inclemency of the weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage under any acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

1. PREPARATION OF RUNNING AND FINAL BILLS

The Contractor shall record the measurement in the approved form of Measurement Books from time to time and shall prepare abstracts of Running and Final bills. The Contractor should attest the Bill and Measurement Books. The Final measurements and valuation in respect of the contract shall be completed within the 'Period of Final Measurement' stated in the Appendix. The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurements" stated in the Appendix.

1. BLASTING

The Contractor shall make his own arrangements for purchase and safe storing of gunpowder or any other blasting materials required for blasting granite in foundations. No construction work shall be permitted unless all the blasting work is completed. The Contractor should adhere to all the prevailing rules and regulations under the Explosives Act and should rigidly follow the same and indemnify the Employer from any losses whatsoever arising out of his handling of the explosive's material.

1. BAR CHART

The Contractor shall prepare and submit to the Employer / Employer's authorized representative before the commencement of Work BAR chart for Work Scheduling and agree to conform to all components as mentioned during the execution of Work. Updated Progress status shall be displayed at the Site office. The Contractor shall submit to the Employer / Employer's authorized representative a "Schedule" from time to time indicating requirement of Drawings/Information/ Approvals at site to execute and complete the work as per the agreed Time Period.

1. SHOP DRAWINGS

The Contractor shall submit shop Drawings and samples of each type of doors, windows, railings and other items of Steel work ahead of their use at site, thickness of metal, details of construction, hardware as well as connection of doors, windows and other metal work to adjacent work supports. Samples of all joints and methods of fastening and Jointing shall be submitted to the Employer's authorized representative for approval well in advance at least 15 days from commencing the work. Samples of all typical metal work, such as doors, windows, railings and other metal components as called for shall be fabricated, assembled and erected or submitted to the Employer's authorized representative, as directed by him, for his approval, at least 30 days in advance of their use at site.

1. BAR BENDING SCHEDULE

The Contractor shall submit to the Employer / Employer's authorized representative, Bar Bending Schedule of Steel Reinforcement work in advance of their cutting, Bending, Fabricating, details of construction, adjacent work supports, methods of fastening and jointing etc,.

1. INTERPRETATION OF TERMS
2. Wherever the words "Directed"," as required", "selected" or words of like effect are used, it is to be under stood that the selection, direction or requirement of the Employer / Employer's authorized representative are intended.
3. The words "approved", "satisfactory" or words of like import shall mean "approved by" or "satisfactory to" the Employer's authorized representative whose approval must first be obtained before the materials are ordered or the works to which the words refer to are put in hand.
4. The word" allow" shall mean that the Contractor shall include in his rates for the particular matter referred to
5. MEASUREMENTS OF ALL CONCEALED ITEMS TO BE RECORDED PRIOR TO COVERING UP

Measurements of all items of work including extra items if any, such as, work in foundations including excavations, plinth filling, masonry, concrete etc., steel in all RCC works, pipes to be encased etc. etc., shall be got recorded from the Employer's authorized representative by the Contractor before they are covered up. Immediately the work is ready for measurements, Contractors will give specific notice to Employer / Employer's authorized representative on site for recording the measurements. If the Employer / Employer's authorized representative fails to record the measurements, the Contractor will refer the matter to the Employer for instructions, but in no case shall he cover up the work without the Employer's authorized representative permission.

1. OFFICE FOR ENGINEER IN CHARGE and CONTRACTOR'S STAFF

The Contractor shall, at his cost, provide a separate office of suitable size for the Engineer in Charge on site with a writing table, chairs, electric lights and fan, drinking water arrangements, etc. as directed and approved by the Employer's authorized representative and clear away at completion of work and make good all work distributed and pay all charges. The Contractor shall also provide facilities for having such Site office cleaned every day and kept in good and hygienic condition.

1. SECURITY AND PROTECTION

* The Contractor shall at his cost, provide any necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting same as may be required and removing at completion of the works and making good all works distributed.
* During inclement whether the Contractor shall suspend concreting or plastering for such time as the Engineer in charge may direct and shall protect such work in course of execution from damage by approved measures.
* Should the work be suspended by reason of rain, strike, lockouts or any other case, the Contractor, shall at his cost take all precautions necessary for the protection of the work and shall make good any damage arising from any of these causes.
* The Contractor shall at his expense cover up and protect from injury from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the whole work executed, whether by himself or special tradesmen or Sub-Contractors and any damage caused must be made good by the Contractor at his own expense.
* All fences, trees, shrubs, grasses, lawns and other surfaces about the buildings or approaches thereto, which are required to be maintained are to be kept free from damage due to operations in connection with the work, at Contractor's expense.
* The Contractor shall, at his expense, protect all projecting sills, jambs, copings, stone or concrete treads, mouldings, all concrete steps, exposed stone or contract block masonry work, wood work and joinery and the like from injury during the progress of the work.
* The contractor shall, at his cost protect joinery and make good all damage to same from any causer whatsoever during the performance of the Contract and leave perfect to the satisfaction of the Employer / Employer's authorized representative at completion. Before giving up possession the contractor must see that **all** doors, windows, and ventilators, etc. work easily and shall make all necessary adjustments.
* The contractor from the time of being placed in possession of the site must allow for watching and lighting the work, the site and surrounding property by day and night on all days including Sunday or other holiday, at his own cost.

1. SANITATION OF WORKS

The contractor shall, at his cost, provide adequate latrine accommodation and keep the same in a clean and sanitary condition to the satisfaction of the public health authorities and shall cause such latrines and night soil to be cleared away whenever necessary and shall make good all works disturbed by these conveniences.

1. OBJECTS OF VALUE AND ANTIQUITY FOUND ON SITE

Allobjects of value or antiquity found on the site shall remain the property of the Employer and such findings shall be immediately reported to the Employer / Employer's authorized representative.

1. USEFUL EXCAVATED MATERIALS

Should suitable sand or gravel or murrum or rock be found in the excavations and the contractor be allowed to use the same in the work, he will be required to pay the Employer the full market value of the same. Any sand, gravel, murrum or rock taken from the excavation will remain the property of the Employer and in the event of it not being allowed to be used in the work, the Employer reserves the right to dispose off in any way he wishes or to direct the Contractor to cart it away as ordinary excavated materials.

1. SCIENTIFIC AND MEASURING

Theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor at his expense for the performance of this Contract as instructed by the Employer / Employer's authorized representative. The Contractor shall provide at CUBE TESTING reports for all the materials supplied at site.

1. RATES

All Rates shall be excluding GST, or any other duties by the Government or public body. The rates shall be firm and shall be subject to exchange variation in duties levied by the Central or State Government, Public bodies, labour conditions or any other conditions. No escalation will be allowed on any of the items. The fluctuations in the prices of materials or equipment or labour etc. will not be taken into account either for compensation or for extras *(Note : Rate escalation of upto +/- 5% shall be considered).* The rates quoted by the contractor should cover for work at all heights and levels for all the items or work under this Contract. Lift of materials will not form any criterion for claiming extra payments. The rates quoted by the contractor shall be held to include for providing and fixing all scaffolding, conveyance and delivery, unloading, carrying in, storing, hoisting, all labour, setting, fitting and fixing in position making, setting, cutting, waste, return of packings and all materials and labor and everything else necessary for the proper completion of each item of work to the approval of Employer's authorized representative and overheads and profits. The Contractor shall provide at his expense all the labour, materials and things required by the Employer / Employer's authorized representative for testing and measuring the work, for weighing, testing the efficiency of any portion of the work, all planking, gangways etc. necessary for affording access to every Part of the work. The Contractor shall pay for testing of all materials brought to site as per the directions of the Employer / Employer's authorized representative.

19. OCCUPATION BY EMPLOYER

The Employer reserves the right to occupy the works by Sections as completed, as may considered by the Employer's authorized representative both practicable and reasonable and workout hindrance to the contractor's progress. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the Contract agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be deemed effective as of the date first written above.

EMPLOYER CONTRACTOR

WITNESSES:

1.

2.

ANNEXURE

Inclusions. (Scope of Contractor)

* 4 All concrete works from foundation to plinth.
* All block works (Solid block,) above plinth to as specified in the drawing.
* Plastering - Inner walls & External walls sponge finish and all plastering works above plinth to as specified in the drawing.
* Shuttering for all types of concrete works with material.
* Reinforcement works including cutting, bending, placing and tying for all structural works (Beams, Lintels, etc.,)
* All patch works for Electrical and Plumbing works.
* Making and Placing of Cover blocks.
* All curing works including the hose pipe.
* Security for all materials at site.
* Dewatering.
* Providing vibrators with needles including petrol, diesel for all type of concrete works.
* Daily Housekeeping at site.
* Carting away of all the debris of the project of civil, electrical and plumbing etc..
* Base concrete flooring for laying VDF flooring with soling.
* Providing of all type of tools and tackles for the construction purpose.
* Snowcem paint for both internal & external surface of the masonry.
* Ridge ventilators

Exclusions. (Scope of Employer)

* Soil testing.
* Soil Filling.
* Bore well.
* Initial Survey of the property.
* Official works such as sanction of plan, road cutting, and panchayat charges, BWSSB charges (if any).
* Water supply for construction,
* Monthly temporary electricity bills.
* Compound wall 6" thk cement block, 6'height
* Any type of drainage works.
* Road works - Concrete.
* Construction of any other structures like security rooms, driver's toilets, PVC overhead tank, flagging concrete all-round the building.
* Separate Sump tank for fire and services.
* Fabricarion works as gate, and other ms work required at site.
* Fire hydrant systems & Sprinkler systems.