

# UNION CHRISTIAN COLLEGE, ALUVA

NO.UCC/Cent/CB/001/03

01/11/2024

## NOTICE INVITING TENDERS FOR MATERIAL & LABOUR CONTRACT- CIVIL AND ALLIED WORKS AT CENTENARY BLOCK

Sealed item rate tenders are invited in the prescribed form from pre-qualified bidders for carrying out the following civil and allied works at Union Christian College, Aluva, Ernakulam District, Kerala State.

Nature of the work	: Academic Block Building Extension – Ground partially, First and Second Floor floor
Time of Completion	: 6 months
Tender closing date	: <b>15<sup>th</sup> November 2024 at 15:00 Hrs</b>
Contract awarding	: The successful tenderer shall be informed by the Owner within 2 weeks after the Tender closing date.
Tender Fee	: <b>Rs. 1000 + GST</b> as applicable

1. All tenders shall be in the 'Form of Tender' consisting of instruction to tenderes, Articles of agreement, various conditions of Contract, detailed specifications, special conditions and approximate schedule of quantities issued from the Office of Union Christian College, Aluva.
2. The duly stamped tenders are to be submitted in prescribed format (can be downloaded from the website <http://uccollege.edu.in/tenders/>) signed by authorized signatory (in every page). The envelope containing the tenders superscribed with "Extension work of Academic Block"
3. The site for work is situated at Union Christian College, Aluva, Academic block will be open for inspection between 10:00HRS and 16:00HRS on all working days up to the closing date of submission of Tender.
4. All tenders shall be valid for acceptance for three months after date of opening of the tenders.
5. All tenders must reach the College office of Union Christian College, Aluva by 15:00HRS on the closing date of **15<sup>th</sup> November 2024**. Tenderer shall be informed by the College within period of 2 weeks. The college shall have unqualified and unrestricted right to reject all or any tenders and to accept any of them in whole or in part without assigning any reason whatsoever.
6. The Tender must sign and seal at the end of every page of the Tender documents as a token of acceptance that they have read, understood and accepted every condition and information mentioned there in

Union Christian College, Aluva

Sd/-  
Principal

**FORM OF TENDER**

PLACE:

DATE:

NAME OF THE WORK : CIVIL AND ALLIED WORKS LABOUR CONTRACT FOR  
THE CONSTRUCTION  
OF GROUND FLOOR partially, FIRST FLOOR and SECOND  
FLOOR OF ACADEMIC BLOCK - Centenary BUILDING AT UNION CHRISTIAN COLLEGE,  
ALUVA.

To,

**THE PRINCIPAL  
UNION CHRISTIAN COLLEGE  
ALUVA, ERNAKULAM.**

Dear Sir,

I/We.....

do here by tender to execute the work mentioned above and more particularly described in the design and plans detailed specifications and schedule of quantities within 4 months time from the 10<sup>th</sup> day of the Employers written order to commence work at the rates specified in accompanying schedule of quantities in accordance in all respects with the said plans, detailed specifications and schedule of quantities. It is hereby confirmed that the terms and conditions, Notice inviting tenders, instruction to tenders, Article of agreement, conditions of contract, special conditions, various specifications and site information have been read and understood by me/us are all inclusive covering in addition to all the operations contemplated in the plans, general and detailed specifications and schedule of quantities, all incidental work necessary for such operations and covering also the cost of expect those materials that are to be supplied by the Owner and expenses in respect of all goods, materials, labour and other services required for completion thereof and covering also all taxes duties and other levies. It is also understood by me/us that the designs and plans, detailed specifications and approximate schedule of quantities are liable to alteration by omissions, deductions or additions at your discretion.

The details of the work are given in following Memorandum:

**MEMORANDUM**

- a) Description of work : CIVIL AND ALLIED WORKS FOR THE  
CONSTRUCTION OF FIRST FLOOR OF  
ACADEMIC BLOCK BUILDING AT UNION  
CHRISTIAN COLLEGE, ALUVA.
- b) Retention percentage, if any to be : 5% of the contract value  
deducted from the running bills
- c) Income Tax/ Sales tax/Workers : Necessary deductions for Income Tax,  
Welfare fund deducted at source Sales Tax and Workers Welfare Fund shall  
be made from every running bill of the  
contractor subject to Laws and Acts of the  
Govt. prevailing at that period.

d) Time allowed for completion : 6 months  
of the works from the 10<sup>th</sup> day  
after the date of “Employers”  
written order to commence the work

I/We..... do here by agree that  
the Owner, UNION CHRISTIAN COLLGE shall be at liberty to cancel the notice of acceptance of the  
tender in whole or in part without assigning any reasons for the same and I/We shall not be eligible for  
any compensation or fee in this regard.

1) Signed copy of the detailed specifications, instructions to tenderers, conditions of contract,  
special conditions, detailed specifications and schedule of quantities are attached here to in  
token of my/our acceptance of all terms and conditions contained therein.

2) Our bankers are:

i)

ii)

3) The names of the partners of the firm authorised to sign are:

i)

ii)

Name of the partner of the firm authorised to sign

OR

Name of the person having power of  
Attorney to sign the contract  
(Certified copy of the power of  
Attorney should be attached)

Yours faithfully

SIGNATURE OF THE TENDERER (CONTRATOR)

Dated..... day of.....2024

Signature and address of the witnesses:

1) .....  
.....  
.....  
.....

2) .....  
.....  
.....  
.....

**UNION CHRISTION COLLEGE, ALUVA**

**GUIDE LINES FOR TENDER SUBMISSION**

**VERY IMPORTANT INFORMATION**

The tenderers are hereby informed that non-compliance of the following guide lines and instructions shall make their tenders invalid.

1. Owner address to which tender is : THE PRINCIPAL  
To be submitted UNION CHRISTIAN COLLEGE  
ALUVA, ERNAKULAM
2. Last date & time for receipt of tenders: **15<sup>th</sup> November 2024**, 15:00 HRS
3. The tenderer shall carefully read and go through all documents and rough brochure drawings and shall sign each page of the tender document as a proof for having examined the same. The tenderer shall enter the tender rates in figures and words. No alteration or mutilation other than filling in particulars where ever called for shall be made in the tender documents.
4. No derivations, additions or substitutions shall be made by the contractors in the text of the tender document or schedule. Violation of the above will lead to rejection of the tender in whole.
5. Tenders quoting conditions and derivations from the tender documents shall be summarily rejected.
6. The tender must be submitted in double covers. The inner cover should be sealed and marked with reference number of the notice inviting tenders, the general description of contract work and the name of the tenderer. It should be enclosed in an outer cover which should not carry any marking other than the address of the employers/owners. Both covers should be addressed to THE PRINCIPAL, UNION CHRISTIAN COLLEGE, ALUVA.
7. Tenders received after 15:00 Hrs on **15<sup>th</sup> November 2024** shall be rejected. UNION CHRISTIAN COLLEGE do not under take any responsibility for loss, delay or non receipt of tenders sent by post/courier.
8. Bids of the tenders who in the opinion of UNION CHRISTIAN COLLEGE did not furnish the necessary details will be summarily rejected.
9. The contractor shall commence the work at site latest by 10<sup>th</sup> day of the receipt of the work order.
10. The offers submitted by the tenderers shall remain valid for a period of 3 months from the date of opening the tender.

## ABBREVIATIONS TERMS AND DEFINITIONS

In this tender and the subsequent contract with the successful Tenderer (Contractor) the following terms, words, abbreviations and expressions shall have the meaning hereby assigned to them expect where in the context otherwise required.

1. Employer/Builder/Owner shall mean : UNION CHRISTIAN COLLEGE, ALUVA.
2. Architect shall mean : AMAL KRISHNA BABU  
Make in Experts  
Aluva
3. Structural Consultant/ Structural Engineer shall mean : MAKE IN EXPERTS  
ALUVA
4. Electrical Consultant shall mean :
5. Plumbing Consultant shall mean :
6. The project coordinator/Engineer shall mean : The senior most engineer  
: representing the owner at site who is in charge of the day to day supervision, management, quality control and preparation of bills.
7. Site engineer / site supervisor : The site engineers/ supervisors of Owner/Architect/Consultants
8. Tenderer shall mean : The individual / party / firm quoting against the civil works Tender invited by UNION CHRISTIAN COLLEGE for their proposed works
9. The contractor/civil contractor Shall mean : The successful tenderer whose tender has been finally selected by UNION CHRISTIAN COLLEGE and to whom a letter of intent or work order has been placed and shall include his legal representative & assigns.
10. The contract shall mean : The notice inviting the tenders, conditions of contract, general instructions to tenderers, contractors, articles of agreement, the special conditions, schedule of quantities and specifications, all technical drawings, work order and related correspondence.
11. The contract price shall mean : The prices referred to in the agreement or if there is no formal agreement the prices agreed to be the value of contract.

12. The site shall mean  
for
13. The building/proposed building shall mean
14. Work award/work order shall mean
15. Notice in writing shall mean
16. Retention amount shall mean
17. Construction material shall mean
- : The actual site of the contract contract works where the proposed work is to be executed under this contract including any buildings and erections there on and any other land (inclusively) as aforesaid allotted by the UNION CHRISTIAN COLLEGE the contractors use.
- : The proposed buildings and  
: ancillary structures to be constructed under the contract at the proposed site at UNION CHRISTIAN COLLEGE, ALUVA.
- : The written acceptance of the tender by UNION CHRISTIAN COLLEGE given to successful tenderer.
- : The notice written or typed by UNION CHRISTIAN COLLEGE to the contractor (unless delivered or proved to have been received) by the registered post to the last known private or business address of registered office of the contractor and shall be deemed to have been to have been received when in the ordinary course of post it would have been delivered.
- : The amount deducted from the running bills i.e. 5% of the bill value.
- : All material related to constructions work such as earth, steel, cement, bricks, river sand, aggregates, rubble, water all types of fittings etc.

## GENERAL INSTRUCTIONS TO TENDERERS (CONTRACTORS)

1. (a) Sealed Tenders super scribed Tender for the construction of the of ACADEMIC BLOCK – Centenary Building of UNION CHRISTIAN COLLEGE should reach the College not later than 15:00 Hrs on **15<sup>th</sup> November 2024**  
(b) Tenders received after 15:00 Hrs on **15<sup>th</sup> November 2024** will not be considered under any circumstances. Postal delays will not be accepted as a reason for not submitting the tender in time.
2. All Tenders received by 15:00 Hrs on the closing date and in conformity with notice inviting tenders and various instructions will be opened by the college and the successful tenderer shall be informed within two weeks from the date of receipt of Tender.

All Tenders must be submitted in double covers, the inner cover should be sealed and marked with reference number of the notice inviting Tenders, the general description of the contract work tendered for and name of the tenderer. It should be enclosed in an outer cover which should not carry any marking other than the address of the Employers/Owners. Both the covers should be addressed to the owners in their following address.

**The Principal  
UNION CHRISTIAN COLLEGE  
Aluva**

3. Only the tender form issued by The Principal, UNION CHRISTIAN COLLEGE, Aluva be used by the tenderer to fill in the rates as well as the amount.
4. The tender form must be filled in English and all entries must be made by the hand and write in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Employer/owner.
  - (a) Rates quoted should be both in figures and words, in column specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Over writing of figures is not permitted.  
Failure to comply with either of the above conditions will render the tender void at the clients option. No advice of any change in rate, quantity or conditions after opening of the tender will be examined. In case of any discrepancy in rate in figures and in words, the rates expressed in words shall be considered valid. When called for by Employer/ Architects/ Consultants the contractor should submit the cost analysis for any item quoted, to satisfy them that, the rate is reasonable as well as workable.
  - (b) All the tender document should be signed by the persons or persons submitting the tender in His/Her having acquainted himself/themselves with the General conditions of contract, specifications, special conditions etc. as laid down. Any tender with any of the documents not so signed will be rejected.
  - (c) The tender submitted on behalf of the firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by UNION CHRISTIAN COLLEGE
5. (a) The UNION CHRISTIAN COLLEGE does not undertake to accept the lowest or any particular Tender, and reserve the right to accept the lowest or any particular Tender, and reserve the right to accept or to reject any or all the tenders either in whole or in part without assigning any reason for doing so. UNION CHRISTIAN COLLEGE will have no obligation to inform unsuccessful Tenderers.  
(b) UNION CHRISTIAN COLLEGE do not undertake to accept any extra claim arising out of the Deduction/addition in the total number of floors/construction area (Deduction or addition of F.A.R) or due to Government restrictions or due to any other cause. The same rates quoted in the Tender will be applicable in that case also.
6. On receipt of intimation from UNION CHRISTIAN COLLEGE of the acceptance of his/their Tender, successful tender will have to enter into contract with The Principal, UNION CHRISTIAN COLLEGE, for the proper execution and completion of the said work by signing an

agreement in the prescribed form on the required stamp paper within 10 days from the date of intimation letter.

7. In addition to the security deposit, a further security for the due fulfilment of the contract, by the Contractor, 5% of the value of the work done, will be deducted by the employer from each payment made to the contractor, until the retention money and security deposit together, shall amount to 5% of the total contract amount

While the amount collected as retention from the running bills will be retained until all the defects pointed out during the defects liability period of 6 months from the date of virtual completion of the building, are rectified to the satisfaction of the employer/owners the balance amount held if any by way of Guarantee will be released after obtaining the occupancy certificate from the Municipality/Corporation or on virtual completion of works at site whichever as later.

8. All compensation or other sums of money payable by the contractor to the UNION CHRISTIAN COLLEGE under their terms of this contract may be deducted from his security deposit if the amount so permits and contractor shall, unless such deposit has become otherwise payable, within 10 days after such deduction make good in cash the amount so deducted.

9. **NOTE:**

- i) Retention money shall be 5% of the value of the part bills limited to a total of 5% of PAC (Probable Amount of Contract)

10. The contractor shall not assign the contract. He shall not sublet any portion of the contract expect with the written consent of the Employer. In case of breach of these conditions, The Employer may serve a notice in writing on contractor rescinding the contract, whereupon, the Security Deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the contractor.

The contractor shall carry out all works strictly as per drawings, details and instruction of the Employer/Owner/Architect/Consultant or their authorised representatives, if in their opinion any changes have to be made in the design and with the approval of the Architect/Consultants as the case may be, the contractor shall carry out the same without any extra charge. The employer/owners decision in such cases shall not be open to arbitration. Any disputes arising shall be settled through negotiations only.

11. A schedule of approximate quantities for various items accompanies this tender. It shall be effectively understood that the Employer/Architect/Consultants do not accept any responsibility for correctness this schedule is liable to alteration by omissions, deductions or additions at the direction of the Employer without affecting the terms of the contract. The contractor is bound to do not accept any responsibility for the correctness or completeness of this schedule. In respect of the items and quantities this schedule is liable to alteration by omissions, deductions or additions at the direction of the Employer without affecting the terms of the contract. The contractor is bound to do additional/lesser quantities of work, if the found necessary at his quoted rates without claim for Extra compensation whatsoever.

12. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion. Fabricate and erect double scaffolding (no put logs will be allowed at any stage), centering, boxing staging, planking, timbering including fencing, hoarding, plant and equipment and material storage sheds including sheds for materials supplied by College and its unloading charges, watch and ward, lighting by night as well as day, including Sundays and holidays, temporary plumbing and electric supply, protection of public and all other erections, matters or things and the contractor shall take down and remove any or all other erections, matters or things, and the contractor shall take 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 fully reinstate and make good all matters and things disturbed during the execution of work and to satisfaction of the Employer/Owner. The offer shall be deemed to be for finished work to be measured at site. The offer shall also be firm and shall not subject to exchange variations whatsoever. Expense towards security and watch and ward shall be borne by the contractor. Tenderers must include in their rates, sales tax, Excise duty, and any other tax duty or other levy levied by the Central Government or any state governments or local authorities if applicable. No claim in respect to Sales Tax, including Works contract Tax, Excise duty, Octroi or other tax, duty or levy whether existing or future shall be entertained by the Employer. T.D.S shall be deducted as per laws prevailing during the construction period.

13. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10<sup>th</sup> day of the date of acceptance of his tender by

the Owner and the site in hand over to the contractor. The work shall throughout the stipulated period of the contract be preceded with all the due diligence and if the contractor fails to complete the work specified period shall be liable to pay compensation as defined in the Clause 17 of the condition hereinafter referred to. The tenderer shall before commencing work a detailed work programme which shall be approved by the Employer/Architect/Consultant and the project Co-ordinator.

14. Tenderers shall note that the waterproofing treatment specified shall be got executed through recognised firms after getting prior approval of the Employer/Consultant and they will have to obtain guarantee for their treatment on stamp paper as required by the Employer.
15. It is clarified that for all authorised Extra/items where rates cannot be derived from the Tender, the contractor shall submit his rate analysis on the basis of actual market rate plus 15% towards supervision, contractors overheads and their profit. The rate for such extra items will be then finalised by the College in consultation with the Architect/Consultants/Project Co-ordinator which will be binding on the Contractor.
16. The contractor shall not be entitled to any compensation for any loss suffered by him on accounts of delays in commencing work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in warding contracts for other traders of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount.
17. The successful tender is bound to carry out any and all items necessary for the completion of the job even through such items are not included in the schedule contract. Schedule of instructions in respect of such additional items and their quantities, will be issued in writing by the Employer/project co-ordinator with the prior consent in writing of the Architect/Consultant, pending finalisation of rates for extra or variation items, the contractor shall proceed with the execution of extra or variation items with the diligence and complete the work to the entire satisfaction of the Employer/Owner. Under no circumstances the contractor shall stop the work or even slow down the tempo of work on the plea that the rates for extra or variation items are not settled and approved.  
In the event of stoppage of work-main as well as extra or variation work the Employer/Owner reserves the right to impose a penalty of .1% of the balance amount of contract to a minimum of Rs.2500/- for each day of delay, stoppage or part thereof for slowing down the tempo of work.
18. The successful tender (Civil Contractor) must co-operative and peacefully share the facilities at site like electricity, water, construction equipment, lift etc. with other contractors appointed by Employer for mechanical, electrical, plumbing, landscaping and any other specialised trade so that all the works shall proceed smoothly with the least possible delay and to the satisfaction of the Employer/Consultants/Architect. The civil contractor however may be reimbursed for the facilities provided by the sub contractors/other contractors by him at a rate and amount fixed by the project coordinator/owner if there is excess or continuous use in the opinion of the Owner/Employer.
19. The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Architects/Consultant and also in compliance with the requirements of the local public authorities and no deviation on any account will be permitted.
20. The successful tenderer should make his own arrangements to obtain all materials required for the work except those that are to be supplied by the Owner as per detailed schedule and specification but also including binding wires required for typing reinforcements. Concrete cover blocks required for RCC works shall also be provided by the Contractor.
21. (a) The rate quoted by the Contractor shall include arrangement the supply of good quality water including, obtaining adequate supply and water for his labour as well as for construction purposes, and all charges for water used for making concrete and mortar, blocks, water for curing etc.  
(b) The rate quoted in the tender shall also include making arrangements for electrical connection charges, if power is not available at site the contractor shall have to make his own arrangements to obtain power connections or maintain generator and maintain at his own expense an efficient service of electric light and power and shall pay for the electricity consumed, the Owner/Employer shall give all possible assistance to the Contractor to obtain the requisite permission from various authorities, but the responsibility for obtaining the same shall be that of the Contractor. The electricity charges or fuel charges required for generator used for construction will be reimbursed to the contractor through running bills based on actuals.

(c) for water and power required by the sub contractors for subsidiary trades, if appointed by the Employer, shall be allowed connection from temporary water and power supply arranged by the main contractor for Civil Works and for this facility the subsidiary trades will pay to the main contractor the charges based on actual consumption and as approved by the Employer/Project Coordinator in the manner as already mentioned in Clause 18. The Sub Contractor shall install separate sub meters for measuring electric energy and water at their own cost and pay the consumption charges directly to the general contractor after the approval of the Employer/Project coordinator. If no such facility is available at the site of work and if availability is found inadequate, it shall be the responsibility of the Contractor to make his own arrangements for obtaining water and power at his cost.

- 22. All municipal and electric supply arrangements for temporary drainage, temporary water connection and temporary power supply for construction purpose shall be arranged by the contractor however the fees if any payable for permanent connections to KSEB etc. shall be paid by the Employer but the contractor shall do all help and liaison work to obtain the same and shall bear incidental expense for the same.
- 23. The Contractor shall strictly comply with various provision of safety code annexed hereto (refer page 22 clause 1-18)
- 24. Not with standing the other remedies available under this contract, the security deposit of the successful tenderer (Contractor) will be forfeited if he fails to comply with any of conditions of the contract.
- 25. **INSURANCE:**

The Contractor will take out the following insurance policies in th joint name of the Employer and the Contractor with the employers name appearing first, for all such risks as may be deemed necessary for indemnifying the clients of losses.

The Insurance Policies will be lodged with the Employer. The Insurance may be progressive as the work proceeds and along with every bill the Contractors will give an undertaking to the Employer/Owner that they have taken out Insurance and made it up to date.

The following Insurance to be taken:

- (i) Contractor all risk policy including all third party claims as in the various conditions of the contract and especially those mentioned in the safety code.
- (ii) Insurance as per workmen’s compensation act as per ESI as in the various conditions of contract and including various clauses of the safety code.
- (iii) Full Insurance for work and materials against any eventuality as per various conditions of contract.

- 26. Wherever BIS (ISI) codes are mentioned the latest version of particular number will be effective in reading this tender.

I/we hereby declare that I/we have read and understood the above instructions to the Contractors and special conditions and abide by the same.

Signature of the Tenderer

.....  
Address.....  
.....  
.....

Witness:

- 1)
- 2)

place.....  
Date.....

## **SAFETY CODE**

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilised dressings and cotton wool.
2. An injured person shall be given first aid and taken to a hospital without loss of time, in case where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30cm (clear) and the distance between two adjacent rings shall not be more than 30cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting and shoring & strutting.
6. Every opening in the floor of a building or in a working platform be provided with a suitable means to prevent the fall of the persons or materials by providing suitable fencing or railing whose minimum height shall be 1.20 metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Works employed on mixing and handling materials such as asphalt, cement and cement mortar or concrete and lime mortar shall be provided with protective foot wear and rubber hand gloves and thin cloth for covering faces and head.
9. Those engaged in welding works shall be provided with welders protective eye shields and gloves.
10.
  - (i) No painting containing lead or lead products shall be used.
  - (ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry dubbed and scraped.
11. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash the period of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition. Ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
13. The hoisting platforms/lifts used in the construction site shall not be used to transport any persons/workman under any circumstances.
14. All electrical equipment and machinery used on the site shall be properly earthed and safe for handling.
15. All safety rules to be observed while working on live electrical system on installation as stipulated in I.E rules shall be observed.
16. The Contractor shall be solely responsible for any mishaps or accidents occurring at site due to the failure to comply with various conditions of safety code and shall indemnify the Owner/Architect/Consultants against all claims arising out of them.
17. The directions and decisions of the PRINCIPAL, UNION CHRISTIAN COLLEGE, shall be considered final and binding on the contractor in all aspects regarding Safety Code.
18. The contractor shall install a safety lift for the initial movement all staff, engineers and supervisors etc. No material shall be carried on this lift. The lift so erected shall conform the passenger lift specifications and shall be approved by the Owner.

**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made this.....day of .....between The PRINCIPAL, UNION CHRISTIAN COLLEGE, Aluva (hereinafter called the UNION CHRISTIAN COLLEGE/ EMPLOYER/ OWNER which expression shall include their successors in office, executors, administrators and assignees of the one part and .....

.....whose registered office is situated at to a total (herein after called CONTRACTOR which shall include his/their heirs, executors, administrators and assignees) of the other part.

WHEREAS the EMPLOYER is desirous of constructing the proposed 2<sup>nd</sup> floor of ACADEMIC BLOCK Building for Union Christian College, Aluva and has caused drawings, specifications and schedule of quantities describing the works to be done and whereas the said drawings as issued from time to time, the notice of tender, general instructions to the contractors, the specifications and/or the schedule of quantities have been signed by or on behalf of the parties hereto AND WHEREAS the CONTRACTOR has agreed to execute upon and subject to the conditions and special conditions set forth herein (hereafter referred to as the said conditions ) the works shown upon the said drawing and/or described in the said specifications and included in the Schedule of Quantities at the rates therein set forth.

AND WHEREAS the contractor has agreed to undertake the work as per the specifications,, drawings etc. supplied from time to time and all the tender conditions, conditions of contract in the tender for the quoted rates and as per the various conditions mentioned here under.

As the security to be retained along with the excess retention amount collected from various running bills until the expiry of the defects liability period for the due observance and performance of the contract.

**NOW IT IS HEREBY AGREED AS FOLLOWS**

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said condition the contractor shall upon and subject to the said conditions execute and complete the work shown upon the said drawings and described in the said specification and/or the schedule of the quantities.
2. The Employer shall pay the Contractor the said contract amount or such other sum as shall become payable at the times and in the manner hereinafter specified in the conditions.
3. Time shall be considered as the essence of the agreement and Contractor shall commence the work within 10 days of the acceptance of his tender by the Employer and site (or premises) is handed over to him, he shall complete the work within 4 months from the date of his tender and the date of such handing over the site (or premises) and shown comparative progress in work at all times.
4. The terms 'The Architects' in the said condition shall mean the said Ar. AMAL Krishna BABU, having office at Aluva.
5. The term "Project Coordinator" shall mean the senior most engineer appointed by the COLLEGE as their representative at the site for day to day supervision and to check that work proceeds according to the Architects deigns, details and specification within the time limits of the contract period. He shall be in charge of the day to day management, quality control and preparation of periodical bills and shall be custodian of the measurement books.
6. The plans, agreement and documents above mentioned shall form the basis of this contract and the decision of the Employer/Architect/Consultants in all matters of dispute regarding materials and workmanship and the decision of the Employer/Owner on all the matters of account shall be final and binding on the Contractor.
7. The Employer/Owner through the Architect/Consultants reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work of having portions of the same carried by the employer or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
8. The said contract comprises the work above mentioned and all the subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the Employer even through such works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
9. The said conditions and appendix thereto shall be read and constructed as forming part of this Agreements and the parties hereto and perform the agreements on their part respectively in said conditions contained.
10. All disputes arising out of or an any way connected with agreement shall be deemed to have arisen in Cochin and only the courts in Cochin shall have jurisdiction to determine the same.
11. All the samples of materials and fittings shall be approved by the Employer/Architect/ Consultants and shall be properly displayed at site.
12. The several parts of this contract have been fully read and understood by the contractor.

If the contractor is a Partnership : "In witness whereof the employer and the contractors have set their respective Hands to these presents and 2 duplicate Hereof the day and year herein".

If the Contractor is a company : "In witness whereof the employer has set its hands to these presents through its duly authorised official and the said duplicates hereof to be executed on its behalf, the day and year first herein above written.

**SIGNATURE CLAUSE**

Signed and Delivered by ..... by the head of  
Shri .....

(Name & Designation)  
in the presence of

- 1) .....
- 2) .....

Witnesses:

IF the party is a partnership Firm or an individual should be signed by all or on behalf of all the partners.

Signed and delivered by

- .....
- 1).....
- .....
- 2).....
- .....

The common seal of ..... was here unto affixed pursuant to the resolutions passed by its.....

Meeting held on .....  
in the presence of

- (i)
- (ii)

**CONDITIONS OF CONTRACT**

1) INTERPRETATION

In construing these conditions, and the interpretations, specifications, schedule of quantities and contract agreement, following, the following words shall have the meaning herein assigned to them expect where the subject or context otherwise require.

a) 'UNION CHRISTIAN COLLEGE /OWNER/EMPLOYER' shall mean UNION CHRISTIAN COLLEGE ALUVA represented by its Manager and shall include their assignees or successor/s, administrators and executors.

b) The PROJECT COORDINATOR shall mean the senior most engineers representing the owner at site who is in charge of day to day management, quality control, supervision and preparation of bills.

c) CONTRACTOR shall mean .....  
In the case of partnership CONTRACTOR shall mean.....  
.....  
and.....trading as  
partners in the name and style of  
.....and shall  
include the partners for the time being  
of said firm and legal representatives of and deceased partner.  
CONTRACTOR shall mean.....  
..... trading in the  
name and style of  
..... and shall  
include his heirs, successors and legal representatives.

In case of individual

In case of company

CONTRACTOR shall mean .....  
..... a company  
incorporated under .....  
..... and having  
registered office at .....

d) 'SITE' shall mean the actual site of the contract works where the proposed project is to be executed under this contract at Union Christian College Aluva including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for Contractor use.

e) 'CONTRACT' shall mean the notice inviting tenders general instructions to tenderers/contractors, the article of agreement, the conditions. the appendix. the schedule of quantities, specifications, drawings, work order and correspondence.

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

g) 'ACT OF INSOLVENCY' shall mean any act of insolvency as defined by the presidency Towns insolvency Act, or the provisional Insolvency Act, or any act amending such originals.

h) 'NET PRICES' if in arriving the contract amount the contractor shall have added to or deducted from the total of the items in the tender any sum either as a percentage or otherwise, then the net price of any item quoted in tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as in price of that item a similar percentage or proportion of the sum so added or deducted by the contractor the total amount of any prime cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression

'Net prices' when used with reference to the contract or accounts shall be held to mean rated or prices so arrived at.

- i) 'THE WORKS' shall mean the Construction Work proposed 2<sup>nd</sup> Floor of MCA Building at Union Christian College, Aluva.

## 2 SCOPE OF CONTRACT:

It shall be clearly understood that the contractor has satisfied himself as to nature and location of the work, the general and local conditions including those bearing upon transportation, disposal, handling & storage of materials availability of water electricity etc. the configuration and conditions of the ground, the character, quantity, surface and sub surface material to be encountered, the character and capacity of the equipment and facilities needed, preliminary to and during execution of the work and all other matters which can in any way affect the work or cost thereof under this contract. Any default or failure by the contractor to acquaint himself with all information concerning these conditions will not relieve him from the responsibility for the execution of the contract.

The Contractor shall carry out and complete the said work in every respect in accordance with this contract and with the Architect/Consultants drawings. The Owner/Architect/Consultants may in their absolute discretion and from time to time issue further drawings and/or specifications, details directions and explanations which are hereafter collectively referred to Owner/Architect/Consultants instructions regarding:

- a) The variation of the modification of the design, quality or quantity of work or the additions or omissions or substitution of any work.
- b) Any discrepancy in the Drawing or between the schedule and/or drawings and/ or specifications.
- c) The removal from the site of any material brought thereon by the contractor and the substitution of any other material thereof.
- e) The dismissal from the works of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The Amending and making good of any defects thereof.

The contractor shall forthwith comply with and duly execute any work comprised in such Owner/Architect/Consultants/Project Coordinators instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Owner/Architects/Consultants/Project Coordinator shall if involving a variation, be confirmed in writing by the contractor within 7 days, and if not dissented from in writing within a further 7 days by the Owner/Consultants/Project coordinator such shall be deemed to be Owner/Architect/Project Coordinator's instructions within the scope of the contract.

The contractor shall submit through the project Coordinator details of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates recommended by the Project Coordinator, approved by the Architects/Consultants and accepted by the Owner shall form a supplementary agreement. The Employer shall not be liable for the payment of such variations until these statements are sanctioned by it.

## 3. DRAWING AND SCHEDULE OF QUANTITIES

The contract document shall be executed in qua-duplicate and the Employer, the Architect, the Contractor, the Project Coordinator shall be entitled to one executed copy each for his use, additional copies may be given to Consultants limited to their scope of work. The contractor on the signing hereof, shall be furnished by the Owner/Architects, free of cost, two copies of each of the said drawings, two copies of such drawings issued during the progress of the works. Any further copies of such drawings required by the contractor shall be paid for by him. The contractor shall keep one copy of all drawings on the works and the Owner/Architect/Consultants or their representatives shall at all reasonable times have access to the same. Before the issue of the final certificate to the contractor he shall forth with return to the Owner/Architect/Consultants all drawings and specifications issued by them.

## 4. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide at his cost everything necessary for the proper execution of the work according to the intent and meaning of the drawings, Schedule and specification taken together. The same may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the drawing or between the drawings, schedule and specifications he shall immediately and in writing refer the same to Owner/Architect/Consultants who shall decide which is to be followed.

5. AUTHORITIES NOTICES AND PATENTS

The contractor shall conform to the provision of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/ or authorities with whose system the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Owner written notice proposed to be made and the reason for making it and apply for the instructions, or bye-laws in question and any variation so necessitated shall be properly incorporated.

The contractor shall bring to the attention of the Owner/Architect/Consultants all notice required by the said Acts, regulations or bye laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipt with the Owner.

The contractor shall indemnify the Employer/Architect/Consultants against all claims in respect of patent rights and shall defend all actions arising from such claims, and shall himself pay all charges of all and ever sort that may be legally incurred in respect thereof.

6. SETTING OUT WORKS:

The contractor 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 of all part thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor, if so required at his own expense rectify such error to the satisfaction of the Owner.

7. MATERIALS AND WORKMANSHIP:

All materials and workmanship shall so far as procurable be of the respective kinds described in the schedule and/or specification and in accordance with the Owner/Architect/Consultants instructions and the contractor shall furnish the Project coordinator/Owner with all invoices, accounts, receipts and other vouchers to prove that the materials comply there with. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Project Coordinator/Owner/Consultants may require.

8. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATION ON THE WORKS:

The Contractor shall given all necessary personal superintendence during the execution of the works and as long thereafter as the Owner/Architect/ Consultants may consider necessary until the expiration of the 'Defects Liability Period' stated in the Appendix hereto. The Contractor shall also during the whole time the works in progress, employ 2 no's of the competent well experienced Engineer representative one of whom should be a Civil Engineer graduate with at least 5 years experience another Civil Diploma holder with at least 3 years experience who shall be constantly in-attendance at works while the men are at works. Any directions, explanations, instructions or notice given by Owner/Architect/Consultants to such Engineer representative shall be held to be given to the Contractor. The appointment of representative and their qualifications shall be subject to approval by the Employer.

9. DISMISSAL OF WORKMEN:

The Contractor shall on request of the Owner/Architect/Consultants/Project Coordinator immediately dismiss from the works any person employed thereon by him who may in the opinion of the Owner/Architect/Consultants be in competent or misconduct himself and such persons shall not be again employed on the works without the permission of the Owner.

10. ACCESS TO WORKS:

The Employer/Architect/Consultant and their respective representatives shall at all reasonable time have free access to the work and/or to the workshops, factories or their places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer/Architect/ Consultants and their representatives necessary for inspections, examinations and test of materials and workmanship. No person not authorised by the Employer/Architect/Consultants except the representatives of public authorities shall be allowed on the works at any time.

11. ASSIGNMENT & SUBLETING

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sub-let the Contract or any part share thereof any interest therein within the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

12. VARIATION NOT TO VITIATE CONTRACT:

No alteration, omission or variation shall vitiate this contract but in case the Owner/Architect/Consultants thinks proper at any time during the progress of the works to make any alteration in or additions to or omissions from the works or any alterations in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice. The Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviations from any of the provisions of the contract, stipulation, specification or contract drawings without the previous consent in writing of the Owner/Architect/Consultants and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Owner with the prior approval in writing of the Architect/Consultants in accordance with the provisions and the same shall be added to, or deducted from the contract amount as the case may be.

13. SCHEDULE OF QUANTITIES:

The schedule, unless otherwise stated shall be deemed to have been prepared in accordance with standard method of measurement wherever measurement is warranted and/or ordered.

Any error in description or in omissions of the items from the schedule shall not vitiate this contract and shall be rectified and the value thereof, as ascertained shall be added to or deducted from the contract amount (as the case may be) provided that no change shall be allowed in the contractor's schedule of rated.

The quantities given in the schedule approximate and are liable to variations. The Contractor shall do entire work as agreed rated irrespective of the variations in the quantities.

14. MEASUREMENT OF WORKS:

The Owner through the Project Coordinator may from time to intimate to the contractor that requires the work to be measured or assessed and the contractor shall forthwith attend or send a qualified agent to assist the project coordinator/ site engineer, in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent to assist, then the measurement taken by the Project coordinator/Owner's representatives or a person approved by him shall be taken in accordance with the mode of measurements detailed in relevant IS/BIS and shall be final and accepted by the Contractor.

The Contractor or his Agent may at the time of measurements take such notes and measurements as he may require.

All authorised extra works, omissions and all variations made without the Owner/Architect/Consultants knowledge, if subsequently sanctioned by him in writing shall be included in such measurements.

15. PROCEDURE FOR EXTRAS ETC. ASCERTAINMENT OF:

The Contractor may, when, authorised, and shall, when directed in writing by the Owner with the approval of Architect/Consultants may add to, omit from, or vary the works shown upon the drawings or described in the specifications, or included in the schedule of quantities, but the contractor shall make no addition, omissions, or variations without such authorisation or direction. A verbal authority or direction by the Owner shall, if confirmed by them in writing within 7 days, be deemed to have given in writing. No claim for an extra shall be allowed unless it shall have been executed under provisions of Clause 15 thereof or any by the authority of the Owner with the concurrence of the Architects/ Consultants as herein mentioned.

The rates for the extra item shall be worked out as below:

- a) In the case of extra items for which similar items exist in the contract, the rates shall be worked out from the agreed rate for the latter with appropriate adjustment in code of the official components.
- b) In the case of the extra items for which similar items do not exist in the contract, the rates shall be worked out from the actual market prices for materials and labour and adding contractors profit.

Note: The contractors profit in all the above cases shall be 15%. It must however be noted that Contractor profit will not be admissible on the value of materials supplied or agreed to be supplied by the Employer.

- c) Current market prices shall mean the rates for material and labour prevalent at the time of execution of the extra items. The Contractor may submit evidence as to the prevailing market prices, but the Employer/Architect/Consultants decisions shall be final in the matter.
- d) Tenders excess will not be applicable when the current market prices are considered in.
- e) If there is any dispute regarding the quantum of materials or labour given in the Contractors rate analysis, the same shall be decided on the basis of actual observations during execution.

The measurements and valuations in respect of the contract shall be completed within the 'period of final measurements' stated in Appendix.

16. UNFIXED MATERIALS:

Where in any certificate (of which contractors has received payment) Owner has included the value of any unfixed materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Owner. The contractor shall be liable for any loss of, or damage to such materials.

17. REMOVAL OF IMPROPER WORKS:

The Owner/Architect/Consultants/Project Coordinator shall, during the progress of the work have power to order in writing from time to time removal from the works within such reasonable time as may be specified in the order, if any material which in the opinion of the Owner/Architect/Consultant/Project Coordinator are not in accordance with the specifications or the instructions of the Owner/Architect/Consultants/Project Coordinator and the substitution of it by proper materials, and the removal and proper re-executions of any work executed with materials of workmanship not in accordance with the drawings and specifications or instructions and the contractor shall forthwith carry out such order, at his own cost. In case of default on the part of the contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same and all expenses consequent there on, or incidental thereto as certified by the Project Coordinator and approved by the Architect/Consultants shall be borne by the contractor, or may be deducted by the Employer from any money due, or that may become due, to the contractor.

18. DEFECTS AFTER COMPLETION:

Any defects shrinkage, settlement or other faults which may appear within the 'Defects Liability Period' stated in the Appendix hereto or if none stated, then within 6 months after the virtual completion of the works, arising in the opinion of the Owner/Architect/Consultants from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the owner and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default, the employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by

the Employer, upon the Project Coordinator/Architect/Consultants Certificate in writing, from any money due to the Contractor a sum, to be determined by the Project Coordinator/Architect/Consultants equivalent to the cost of amending such work and in the event of the amount retained under Clause 32 here of being insufficient, recover the balance from the Contractor together with any expense the Employer may have incurred in connections therewith. Should any defective work have been done or materials supplied by any sub-contractor, employed on the works, who has been nominated or approved by the Owner as provided in clause 11 and 20 hereof, the contractor shall be liable to make good in the same manner as if such work or materials have been done or supplied by the Contractor and been subject to the provisions of this Clause 2 hereof. The contractor shall remain liable under provisions of this Clause notwithstanding the signing of any certificate or passing of any accounts, by the Owner.

19. CERTIFICATE OF VIRTUAL COMPLETION:

The works shall not be considered as complete until the Architect and Consultants has certified in writing that they have been virtually completed. The defect liability period shall commence from the date of such certificate.

20. NOMINATED SUB-CONTRACTORS:

All specialists, merchants, tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the schedule, and/or specifications who may be nominated or selected by the (main) Contractor with the Approval of Owner are hereby declared to be sub-contractors employed by the Contractors.

Nominated sub-contractors shall not be employed on or in connections with the works against whom the Owner shall make reasonable objections.

a) That the (main) Contractor shall indemnify the Owner against claims in respect of any negligence by the sub-contractors, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor is under in respect of the contract.

b) That the (main) Contractor shall indemnify the Owner against claims in respect of any negligence by the sub-contractors, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Owner.

c) Payment shall be made to nominated sub contractors within 14 days of his receipt of the Owners Certificate provided that before any certificate is issued by the Contractor shall upon request furnish to the Owners proof that all nominated sub-contractors accounts included in previous certificate have been duly discharged, in default whereof the Employer may pay the same upon a certificate of the project coordinator with the approval of Architect/Consultants and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create any breach of contract between Employer and the Contractor.

21. OTHER PERSONS ENGAGED BY EMPLOYER:

The Employer reserves the right to use premises and any portions of the site for the execution of any other work not included in the contract which it may desire to have carried out by other persons, specialist Contractor's for example electrical, plumbing, sewage treatment plant, lifts etc and the contractor shall all reasonable facility for the execution of such work but shall not be required to provide any special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the work included in the contract and the Owner shall not be responsible for any damage or delay which may happen to or occasioned by such work.

22. INSURANCE IN RESPECT OF DAMAGE TO PERSON AND PROPERTY:

The Contractor shall be responsible for all injury to persons, animals or thing and, for all structural and decorative damage to property which may arise from the operation of neglect of himself or of any nominated sub contractors or any employee of either, whether such injury or damages arises from carelessness, accident or any other cause whatever in any way connected with carrying out of the contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject to this contract by frost, rain, wind or other inclemency of weather. The contractor shall indemnify the Employer and hold it harmless in respect of all and, any expense arising from any such injury or damages to persons or

property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislation or otherwise and also in respect of any award of compensation or damage consequent upon such claim. The Contractor shall make good 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 third parties.

The contractor shall indemnify UNION CHRISTIAN COLLEGE COMPANY/Employer against all claims which may be made against UNION CHRISTIAN COLLEGE COMPANY/ Employer by any member of the public or the third party in respect of any thing which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the Contract, with an approved office a policy of Insurance in the joint names of the UNION CHRISTIAN COLLEGE COMPANY and the Contractor against such risks and deposit such policy or policies with the clients from time to time during the currency of this contract. The contractor shall also similarly indemnify the UNION CHRISTIAN COLLEGE COMPANY/Employer against all claims which may be made upon the UNION CHRISTIAN COLLEGE COMPANY/Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or a 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 an approved office a policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Owner from time to time during the currency of the Contract.

The contractor shall be responsible for any liability which may be excluded from the Insurance policies above referred to and also for all other changes to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect, of any cost, charge or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising there from.

The Employer shall with the concurrence of the Architect/Consultants will be entitled to deduct the amount of any damage, compensation, charges and expenses arising or occurring from, or in respect of any such claims or damage from any or shall sums due or to become due to the contractor , without prejudice to the employer's other remedies in respect thereof.

23. INSURANCE:

The contractor shall within 14 days from the commencement of the works, take the following insurance policies:

1. Contractors all risks policy including all third party claims as in the various conditions of contract and especially those mentioned in the safety code.
2. Insurance as per workmen's compensation act as per ESI as in the various conditions of contract and including various clauses of the safety code.
3. Full Insurance for work and materials against any eventuality as per various conditions of contract.

The Contractor shall deposit the policy and receipts for the premium with the Employer within 21 days from the commencement of the works, unless otherwise instructed by the Employer, in default of the contractor insuring as provided above, the Employer, on his behalf, may so insure the works and may deduct the premium paid from any money due to or may become due to the contractor without prejudice to other rights of the Employer in respect of such default.

24. DATE OF COMMENCEMENT AND COMPLETION:

The Contractor shall be allowed admittance to the site on the "Date of commencement: stated in the Appendix hereto, or such later date as may be specified by the Owner/Architect/Consultants and he shall there upon and forthwith begin the works and shall carefully proceed with and complete (except such painting or other decorating works as Owner/Architect/Consultants may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provision for extension of time hereinafter contained.

25. DAMAGES FOR NON COMPLETION

If the Contractor fails to complete the works within period stated in the Appendix or within any extended time under clause 26 hereof and on intimation from the Owner and the

Architect/Consultants/Project Coordinator certifies in writing that in his opinion that the same ought reasonably to have been completed the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" at the rate of 0.1% of the total value of the balance work per day subject to a minimum of Rs.2500/- per day for the period during which the said works shall remain in complete and the Employer may deduct such damages from any money due to Contractor.

26. DELAY & EXTENSION OF TIME:

If in the opinion of the UNION CHRISTIAN COLLEGE COMPANY/Architect/Consultants the works be delayed

a) By force major or

b) By reason of exceptionally inclement weather or

c) By reason of proceeding taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or

d) By the works or delay of other contractors or the Architect/Consultants and not referred to in the Schedule of Architect/Consultants instructions as per Clause 2 & 3 hereof or

e) By reason of civil connections, local combinations of workmen or strike or lock out effecting any of the building trades or

f) In consequences of the contractor not having received in due time necessary instructions from the Architect/Consultants for which he shall have specifically applied in writing or

g) From the other causes which the Architect/Consultants may certify as beyond the control of contractor or

h) In the event, the value of the work exceed the value of the agreed schedule of quantities owing to variation, the Architect/Consultants may with the previous request in writing of the Employer make a fair and reasonable extension of time for completion of contract works. In case of such strike or lock out the contractor shall as soon as possible give written notice thereof to the UNION CHRISTIAN COLLEGE COMPANY/Architect/Consultants, but the contractor shall prevent delay and shall do all that may reasonably be required to the satisfaction of the Owner to proceed with work.

It is to be clearly understood in this context that such extension of time will not make contractor eligible for any extra payments.

27. FAILURE BY CONTRACTOR TO COMPLY WITH OWNER/ARCHITECT/ CONSULTANTS INSTRUCTIONS:

If the Contractor after receipt of written notice from the Owner/Architect/ Consultants requiring compliance within 10 days fails to comply with such further drawings and/or Owner/Architect/Consultants instructions the Employer may employ and pay other persons to execute thereto and all costs incurred in connections there with shall be recoverable from the Contractor by the Employer on the Certificate of the Architect/Consultants as a debt or may be deducted by him from any money due to the Contractor.

28. TERMINATION OF CONTRACT BY THE EMPLOYER:

If the contractor being an individual or a firm commits any "acts of insolvency" or shall be adjusted as insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator in such acts of insolvency or winding up, as the case may be shall be unable within 7 days after notice to him requiring him to do so, to show to the reasonable satisfaction of the UNION CHRISTIAN COLLEGE COMPANY/Owner that he is able to carry out and fulfil the contract and to give security thereof, if so required by the UNION CHRISTIAN COLLEGE COMPANY/Owner.

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

Or shall assign or sublet this contract without the consent in writing of the UNION CHRISTIAN COLLEGE COMPANY/Employer first hand is obtained.

Or shall charge or encumber this contract or any payment due or which may become due to the contractor here under.

Or if the Architect/Consultants/Project Coordinator shall certify in writing to the Employer that the Contractor:

- a) Has abandoned the contract, or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the UNITY BUIKDEERS COMPANY/Owner notice to proceed, or
- c) 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
- d) Has failed to remove materials from the site or to pull down and replace work for 7 days after receiving from the UNION CHRISTIAN COLLEGE COMPANY/Owner written notice that the said materials or work were condemned and rejected by the Architect/Consultants/Project Coordinator under these conditions, or
- e) 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 7 days after written notice is given to the Contractor requiring the contractor to observe or perform the same.

The end is any of the said cases the Employer may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract but without thereby affecting the powers of the Architect/Consultants or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the works subsequently executed has been executed by or on behalf of the contractor. And further, the Employer by his agents or servants may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, steam and other power utensils and material laying upon the premises or the adjoining lands, roads, and use the same as his own property or may employ same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractor or other person or persons to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing of using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Project Coordinator too shall give a notice in writing to the contractor to remove his surplus materials and plants, and should the contractor fail to do so within a period of 14 days after the receipt thereof by him, the Employer may sell the same by public action, and give credit to the contractor or certify in writing under his 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 by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, s the case may be and certificate of the Architect/Consultants shall be final and conclusive between parties.

29. TERMINATION OF CONTRACT BY THE CONTRACTOR:

If the works be stopped continuously for three months under the order of the Employer or by any injunctions or other order of any court of law, when and in any of the said cases the Contractor shall be at liberty of determine the contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed by him till then.

30. CERTIFICATES AND PAYMENTS:

The Contractor shall be paid by the Employer on a monthly basis if the amount of Bill is not less than 5% of total P.A.C (Subject to a minimum of Rs.20 lakhs) by instalments under interim certificates to be issued by the Project Coordinator representing Employer to the Contractor on account of the work executed. However, a retention of the percentage of such value named in the Appendix hereto as “retention percentage shall be made from interim certificates” until the total amount retained shall reach the sum named in the Appendix as “total retention money”. The project Coordinator under the direction of the Owner may, in his description include the interim certificates, such works that has been virtually completed and the Project coordinator shall have certified in writing that they have been completed the contractor shall be paid by the Employer in accordance with the certificate to be issued by the Architect/Consultants/Project Coordinator. The Contractor shall be entitled to the payment of the Final Balance in accordance with the final certificate to be issued in writing by the Architect/Consultants at the expiration of the period referred to as “the defect liability period” in the Appendix here to from the date of virtual

completion or on expiry of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereto whichever shall last happen provided always that, the issue by the Architect/Consultants of any certificate during the progress of the works or at or after their completion shall not relieve the contractor from his liability under clause 2 and 19 of his inability in cause, of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt within the certificate in the case of all defects and insufficiencies in the works or materials which reasonable examination would not have disclosed. No certificate of the Architect/Consultants/Project Coordinator shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract either what the Contractor or Project coordinator might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

The Owner/Architect/Consultants/Project coordinator shall have power to withhold any certificate if the works or any parts thereof are not being carried out to their satisfaction.

The Architect/Consultants/project Coordinator may by any certificate make any correction in any previous certificate which shall have been issued by them.

Certificate of payment shall be with held by the Owner if the contractor fails to insure the works and keep them insured till the issue of the virtual completion certificate.

31. MATTERS TO BE FINALLY DETERMINED BY THE OWNER/ ARCHITECT/ CONSULTANT:

The decisions, opinion, directions, certificate (except for payment) with respect to all or any of the matters under Clauses 2(a), 2(b), 7, 12, 19, 28,(a,b,c,d,e) hereof (which matters are in referred to as the expected matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal.

32. RETENTION MONEY:

5% of the bill amount will be retained as Security Amount for rectifying defects noted during the defects liability period.

33. RIGHT OF TECHNICAL SCRUTINY OF THE FINAL BILL

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

34. EMPLOYER ENTITLED TO RECOVER COMPENSATION PAID TO WORKMEN:

If for any reason, the Employer is obliged, by virtue of the provision of the workman's compensation Act,1923 or any statutory modification or re-enactment thereof pay compensation so paid, and without prejudice to the rights of the Employer under the said Act, the Employer 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 Employer to the Contractor under this contract or otherwise. The Employer shall not be bound to content any claim made against it under the said Act.

35. ABANDONMENT OF WORK BY OWNER:

It at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Owner/Employer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

36. RETURN OF SURPLUS MATERIALS:

Notwithstanding anything to the contrary contained in any or all the causes of this contract, where any materials for the execution of the contract is procured with the assistance of the Employer by purchases made under orders of permits or licenses issued by Governments, the Contractor shall hold the said materials solely for the purposes of the Contract and not dispose of them without the

prior written permission of the Employer, at the prices to be determined by the Employer/Project coordinator. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms or licences or permit and/or criminal breach of trust, be liable to Employer for all money, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

37. RIGHT OF EMPLOYER TO TERMINATE CONTRACT IN THE EVENT OF DEATH OF CONTRACTOR IF INDIVIDUAL:

Without prejudice to any rights under this contract, if the contractor, being an individual dies, the Employer shall have the option of terminating the contract without incurring any liability for such termination.

38. The Marginal notes and in the catch lines hereto and in the annexure hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexure hereto.

39. The rate of usage of cement for various items of work shall be actual as required subject to an upper limit as prescribed in the relevant IS/BIS code.

40. The technical specifications for the materials and workmanship shall be as laid down in the relevant Indian Standard Specification. In the event of that IS/BIS is not available in respect of any particular items, the specification in the KPWD/CPWD data and schedule shall be applicable as decided by the Architect/Consultants/Project Coordinator.

41. In the event of any dispute between the parties to this contract, such disputes shall be amicably settled by negotiations only.

42. WARRANTY, INDEMNITY, SECURITY:

a) The Contractor hereby warranties that the contract work and each item and sub item thereof shall be of sound and through construction of the highest standard and does hereby agree to indemnify and keep indemnified the Employer from and against all loss or damage that may be caused to the Employer on account of a breach of the Contractors warranty.

b) The Contractor shall ensure that all relevant laws and regulations are strictly complied with by the contractor, sub contractors, if any, and indemnified the Employer and their Architects, Consultants and Employees from and against all claims and proceedings in respect of any non-compliance with any such laws or regulations. The Contractor shall also indemnify and keep indemnified the Employer and its officers, Architects, Consultants and Employees from and against all claims and proceedings arising out of anything done or omitted to be done by the contractor, or sub-contractor, their respective agents or employees, in relation to the contract.

c) The security deposit of the Contractor together with the amounts retained by the Owner shall be treated as security for the proper and timely completion of the contract work and each item and sub item thereof and thereafter the said security deposit together with the amount retained by the Owner shall be treated as security to cover the contractors warranty and indemnify obligation under the contract till the end of defects liability period.

d) Any damages payable under the contract by the contractor shall be recoverable by the Owner by appropriation from such amounts or otherwise and in the event of such appropriation the contractor shall forthwith replace the amount so appropriated, in default whereof the contractor shall be treated as in breach of contract.

e) The Security deposit of the contractor and the amount retained by the owner as security as aforesaid, or such part thereof as may then retained outstanding shall be repaid to the Contractor, but without interest, after the expiry of 1 year from the date of issue of the certificate of completion by the Architect/Consultants/Project coordinator as herein provided.

43. PROVIDENT FUND:

(a) Liability on account of provident fund payable to workers/labours on contract labour employer shall be over by the contractor.

- (b) The amount paid to work P.F can be reimbursed made from the employer.
- (c) Proof of remittance of such contribution has to be produced for claiming refund from the Employer for the amount paid.

**APPENDIX HEREIN BEFORE REFERRED TO**

**CLAUSE**

- Defects liability period : 6 months from the date of virtual completion.
- Period of Final measurement : 1 month from date of virtual completion.
- Date of commencement : 10 days from the date of work order.
- Date of Completion : 10 months from the 10<sup>th</sup> day of the Employers issue of work order to the Contractor.
- Liquidated Damages at the rate of: 0.1% per day of the value of balance work subject to a minimum of Rs.2,500/- per day.
- Retention percentage and special conditions) : 5% (as per clause 9 of General instructions to Contractor)

**NOTE:**

Income tax, Sales tax and workers welfare fund will be deducted at source from every payment to contractor subject to relevant Tax Acts & Laws prevailing at that period.

.....  
EMPLOYER

.....  
CONTRACTOR

**QUOTATION FOR THE CONSTRUCTION OF PROPOSED EXTENSION TO THE EXISTING  
ACADAMIC BLOCK BUILDING FOR U.C.COLLEGE INCLUDING ALL  
MATERIALS,LABOUR,CONVEYANCE,LOADING AND UNLOADING CHARGES ETC**

**Site At Karumalloor Panchayath**

<b>SI.No</b>	<b>Specification</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
1	Clearing grass and other over growths of vegetation and small trees girth up to 30 cm including rooting out and removal of rubbish up to a distance of 150m outside the periphery of the area cleared				
2	Earth work excavation in ordinary soil and depositing on bank with initial lead up to 50 m and lift up to 1.50m including breaking clods,watering,ramming and sectioning of spoil bank etc complete	<b>m3</b>	<b>73.00</b>		
3	P.C.C 1:4:8, using 40mm metal including formowrk,ramming,watering,curing etc. for column footing plinth beam base etc.	<b>m 3</b>	<b>7.00</b>		
4	Earth filling inside the basement including ramming, watering, consolidation,etc. using red earth	<b>m 3</b>	<b>45.00</b>		
5	CC block masonry in cm 1:6 using 30x20x15cm including scaffolding,watering,curing for basement, walls, parapet etc.				
	<b>G.FLOOR</b>	<b>m 3</b>	<b>24.00</b>		
	<b>F.FLOOR</b>	<b>m 3</b>	<b>99.00</b>		
	<b>S.FLOOR</b>	<b>m 3</b>	<b>111.00</b>		
	<b>TERRACE FLOOR</b>	<b>m 3</b>	<b>38.00</b>		
6	R.C.C. M20 grade using 20 mm broken stone including all form works, scaffolding, watering, curing etc for column, belt, lintel, beam, sunshade, roof slab,stair etc.complete				
	<b>G.FLOOR-footing and pedestal</b>	<b>m 3</b>	<b>25.00</b>		
	<b>G.FLOOR-plinth beam</b>	<b>m 3</b>	<b>11.00</b>		
	<b>G.FLOOR-columns</b>	<b>m 3</b>	<b>5.00</b>		
	<b>G.FLOOR-beams,lintel,slab and staircase</b>	<b>m 3</b>	<b>34.00</b>		
	<b>F.FLOOR-columns</b>	<b>m 3</b>	<b>16.00</b>		
	<b>F.FLOOR-beam,lintel,stair and slab</b>	<b>m 3</b>	<b>94.00</b>		
	<b>S.FLOOR-columns</b>	<b>m 3</b>	<b>16.00</b>		
	<b>S.FLOOR-beam,slab,lintel,staircase</b>	<b>m 3</b>	<b>110.00</b>		
	<b>TERRACE FLOOR</b>	<b>m 3</b>	<b>38.00</b>		

7	Supplying and fixing panelled door with hard wood frame and shutters of std.design including all other necessary fittings.				
	<b>G.FLOOR</b>	<b>m 2</b>	<b>5.10</b>		
	<b>F.FLOOR</b>	<b>m 2</b>	<b>23.00</b>		
	<b>S.FLOOR</b>	<b>m 2</b>	<b>31.00</b>		
	<b>TERRACE FLOOR</b>	<b>m 2</b>	<b>5.10</b>		
8	Supplying and fixing windows with hard wood frame and shutters of std. design including all other necessary fittings.				
	<b>G.FLOOR</b>	<b>m 2</b>	<b>21.00</b>		
	<b>F.FLOOR</b>	<b>m 2</b>	<b>51.00</b>		
	<b>S.FLOOR</b>	<b>m 2</b>	<b>57.00</b>		
9	Plastering with CM 1:4, 12mm thk. One coat floated to the walls including all labour charges ,scaffolding, watering, curing etc. complete				
	<b>G.FLOOR</b>	<b>m 2</b>	<b>414.00</b>		
	<b>F.FLOOR</b>	<b>m 2</b>	<b>1267.00</b>		
	<b>S.FLOOR</b>	<b>m 2</b>	<b>1525.00</b>		
	<b>TERRACE FLOOR</b>	<b>m 2</b>	<b>286.00</b>		
10	Plastering to the under side of slabs & sunshades at all levels with C.M 1:3, 9 mm thick including charges for chipping & making the entire surface rough for plastering.				
	<b>G.FLOOR</b>	<b>m 2</b>	<b>226.00</b>		
	<b>F.FLOOR</b>	<b>m 2</b>	<b>637.00</b>		
	<b>S.FLOOR</b>	<b>m 2</b>	<b>734.00</b>		
	<b>TERRACE FLOOR</b>	<b>m 2</b>	<b>116.00</b>		
11	Plastering to the under side of slabs & sunshades at all levels with C.M 1:3, 9 mm thick including charges for chipping & making the entire surface rough for plastering.				
	<b>T.FLOOR</b>	<b>m 2</b>	<b>422.00</b>		
12	Flooring with C.C 1:4:8,using 40mm metal including ramming,watering,curing etc after termite treatment				
		<b>m3</b>	<b>16.00</b>		
13	Floor finishing with vitrified tiles of good quality over a base coat of C.M 1:3 and cement grout ,watering ,curing pointing with coloured cement etc.complete.				
	<b>G.FLOOR</b>	<b>m 2</b>	<b>154.00</b>		
	<b>F.FLOOR</b>	<b>m 2</b>	<b>429.00</b>		
	<b>S.FLOOR</b>	<b>m 2</b>	<b>495.00</b>		
	<b>TERRACE FLOOR</b>	<b>m 2</b>	<b>25.00</b>		
14	Supplying and fixing vitrified tiles for skirting including curing,pointing etc				

	<b>G.FLOOR</b>	Rm	<b>76.00</b>		
	<b>F.FLOOR</b>	Rm	<b>253.61</b>		
	<b>S.FLOOR</b>	Rm	<b>304.00</b>		
	<b>TERRACE FLOOR</b>	Rm	<b>21.00</b>		
15	Dadoing toilet walls side with vitrified tiles in C.M 1:3 including all materials watering ,curing ,pointing with coloured cement etc.				
	<b>F.FLOOR</b>	m 2	<b>150.00</b>		
	<b>S.FLOOR</b>	m 2	<b>150.00</b>		
16	Painting Doors, Windows, Ventilators with synthetic enamel paint two coats over a base coat of wood and metal primer including rubbing,cleaning etc complete.				
	<b>G.FLOOR</b>	m 2	<b>56.00</b>		
	<b>F.FLOOR</b>	m 2	<b>123.00</b>		
	<b>S.FLOOR</b>	m 2	<b>146.00</b>		
	<b>TERRACE FLOOR</b>	m 2	<b>9.00</b>		
17	Painting using plastic emulsion paint over a priming coat , including cost and conveyance of all materials and labour.				
	<b>G.FLOOR</b>	m 2	<b>640.00</b>		
	<b>F.FLOOR</b>	m 2	<b>1905.00</b>		
	<b>S.FLOOR</b>	m 2	<b>2260.00</b>		
	<b>TERRACE FLOOR</b>	m 2	<b>402.00</b>		
18	Fabricating and fixing MS handrail for stairs, including cost and conveyance of all materilas and labour.				
	<b>G.FLOOR</b>	Rm	<b>16.00</b>		
	<b>F.FLOOR</b>	Rm	<b>16.00</b>		
	<b>S.FLOOR</b>	Rm	<b>16.00</b>		
19	Labour charges for water supply and sanitary arrangements(plumbing works) including materials construction of septic tank, soak pit, inspection chamber,P.V.C. over head water tank, manhole etc. complete as per plan	LS			
20	Labour charges for Electrification arrangements including concealed wiring and all other necessary fittings. (5 fans, 5 tube lights,6A plug points-4nos and 16A-1nos in each classroom along with provision for projector, tube lights at 5m interval at verandah,provision for lights in stair well etc)	LS			
				<b>Total Rs</b>	

**GENERAL REQUIREMENTS-MATERIAL BRANDS & SPECIFICATIONS**

1	Cement for plastering and CC block work-Chettinad
2	Cement for all RCC works-Ultratech
3	Steel for reinforcement-as per design using Vizag/SAIL TMT bars as per structural drawings
4	P-Sand for plastering well graded
5	M-sand for CC block and RCC works
6	Tile-Kajaria vitrified tile-120cm X 60cm or above size
7	Electrical wires-RR,Traco
8	Switches-Legrand/L&T
9	Sanitary items-Hindware/Cera
10	All CP fittings-Hindware
11	PVC and CPVC fittings of Supreme brand
12	Fan-Crompton,Tube light-Philips
13	Exterior paint-Asian apex,Interior Paint-Asian Apcolite
14	Wood-Cheru Teak
15	Toilet Door-FRP doors

