

**PROPOSED CONSTRUCTION OF SHED AT SHEEP AND GOAT  
DEVELOPMENT FARM, RANJANI, DIST-SANGLI.**

**TERMS & CONDITION**

1. The work shall be carried out in accordance with the directions and to the satisfaction of the Architect and in accordance with the signed Drawings, general specification and Detailed Description.
2. The contractors shall set out the works and during the process of the building shall amend at their own cost any errors, arising from inaccurate setting out unless the Architect shall decide to the contrary. The said contractors shall not take any advantage of any error, commission or oversight in the Drawings as in a general specification or in Detailed Description at in contract Deed. The contractor shall provide everything necessary for the proper execution of the according the intent and the meaning of the Drawings, Specification etc.
3. All materials and workmanship shall be of the respective and described in the general specification, as well as in Detailed Description and the contractors shall, upon the request of the Architect furnish them with supporting voucher to prove that the materials are such as are specified. The Architect shall have the power of ordering of immediately removing any material which he shall consider defective and contractors shall replace the same with materials / workmanship of approved quality.
4. the contractors shall keep constantly on the works a competent supervisor having full understanding of drawings, [ a general foreman] and any direction or explanations given by the Architect to such foreman be held to have given to the contractors.
5. The contractors shall on request of the Architect immediately dismiss from the works any person employed thereon by them who may, in the opinion of the Architect be incompetent or misconducts himself and such person shall not be against allowed on the works without the permission of the Architect.
6. The Architect and the Corporation or their representatives shall at all times have access to the works, workshop of the contractors or other place where work is being prepared for the said building. The supervisor of the Corporation shall co- ordinate with the

Architect and the contractors shall afford him every facility for examining the works and materials. All the drawings given by the Architect to the contractors shall be returned to the Architect before issue of the final certificate.

7. The said contractors shall take care to obtain from the Architect as well as from the Corporation written orders for any work not included in the detailed description and the schedule of Quantities. Any extra work other than those specified shall be paid for at such market rates as shall be fixed by the Architect in consultation with the Corporation.

8. The contractors shall not without the written consent of the Architect assign this Agreement or sublet any portion of the work. The Contractors shall on the request of the Architect open the inspection any covered work done by their sub – contractors refuse or neglect to comply with such request, the Architect may employ other workmen to open up the same at the expense of contractors.

8.[a] The Architect may, if he considers desirable order / direct the contractors to take such action or provide such plant and machinery or materials as may be required to ensure proper quality and expedition completion of the work. In case the said contractors shall refuse to perform or avoid or delay to carry out the said contractors to perform such orders or directings or supply and use plant and materials and appoint such supervisors or mistrys or workmen within a period of three days and if the said contractors shall fail to comply promptly in any or all respects in spite of such notice, the Architect may take possession of all tools, plant, implements and materials as may be found on the works and use the same or any part thereof in any way they may deem fit for the completion of the works of this contract or connected therewith, or they may order to be made or they may themselves make such additions to the Supervisors, Mistrys and the labour employed or the materials and plans to be used in said works, as they may think necessary, and in all cases of such additions the said Contractors shall pay all cost and charges attendant thereon or occasioned thereby, and the Architect shall be entitled to deduct the amount of such cost and charges from any deposit or from any money owing to the said contractors or from the proceeds of the sale of any materials or property of which the Architect may so take possession [and any and all of which they are thereby authorised to sell on account and risk of the said contractors] and of the said deposit or moneys so far as the time being owing to the said contractors as aforesaid or if the proceeds of such sale shall prove insufficient to

meet and discharged such additional cost and charges, the contractors shall be legally bound to pay said costs and charges or any balances due in respect thereof [ with the interest at 16 percent per annum] to the corporation.

9. Until the works are certified as complete and taken over by the corporation it is the contractors responsibility to ensure the maintenance and safety of the work and the premises against any damage or misucoe etc.

10. The said contractors shall commence the work of the building on and shall complete within the period they quoted. If the said work is not completed within the aforesaid period the said contractors shall pay to the corporation and the corporation shall be entitled to deduct from the money due to the said contractors the sum of Rs.500/- for each and every day which may plapse beyond the period specified as aforesaid for the completion of the building, without prejudice to any other write or remedy of the corporation on account of such branch.

11. all the work comprised in the contract and agreed to be completed on by the contractors shall be paid on producing certificate every time from the Architect by or installment duly deducting from each payment as deposite or retention money or any other money on account of supply of materials by the corporation etc. which may be recoverable from the contractors.

12. No certificate of the Architect shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract. The Architect shall have power to withhold any certificate if the work or any parts thereof are not being carried out to his satisfaction.

13. payments for the running A/C, bill upon the Architect's certificate shall be normally made within a period of fifteen days after such certificates have been delivered to the corporation . The payments for any items under dispute or for which the rate has not been settled before hand may be kept pending or paid at reduced rates as may decided by the corporation.

14. The work shall be not considered as complete until the Architect has certified in writing that it has been completed and the liability period of one year[12 months] shall commence from the date of any portion thereof show sign of failure, weakness or instability or if any injury or loss is likely to happen from the bad or perfect workmanship or materials the said

contractors shall make the said work or such portion thereof good at their own cost. If the contractors shall delay to make good repair the said work aforesaid, the Architect shall have the same made good and repaired at the said contractors risk and on his own account and may recover the cost from the said contractors who shall be bound to pay the same to the corporation.

15. Within two months of the contractors finishing the work completely the last installment shall be paid by the corporation deducting TWO PERCENT of the full amount due to them as per terms of the Agreement returning the deposited money. Then the 2% retained money shall be paid to the contractors after defect liability period for one year having passed since issuing of certificate of payment by the Architect of the final bill of the contractors, deducting any money and all costs of charges and interest incurred on the contractors account for the repairs and making good the work any other monies which may be due from the contractors in connection with this contract. The contractors in connection with this contract, the contractors will have to sign "No Demand / claim certificate", against the corporation before receiving the final payment.

16. The decision of the Architect in all questions which may from time to time during the progress of the work arise as to the payment or for any extra work to be made or any deduction to be made from the whole cost of the said work or to any other matter whatsoever relating to the contract shall be final and binding on all parties. But if either the corporation or the contractors be dissatisfied with such decision of the Architect then in that case either party may within one month after receiving notice of such decision give a written notice to the other party requiring that such matters in dispute be arbitrated. In such case reference shall be made to a sole arbitrator who shall be appointed by the chair person of the corporation with the consent of the both of parties. Such reference except on the question of certificate shall not be opened until after completion of alleged completion, opinion, decision, requisition or notice except as to the matters left to the sole discretion of the Architect under clauses 3, 5 and 8 to determine all matters in dispute which shall be submitted to them, and of which notice shall have been given as aforesaid, in the same manner as if no certificate, opinion, decision, requisition or notice has been given. Upon every or any such reference and award respectively shall be in the decision of the Arbitrators. Who may determine the amount thereof or direct the same to be taxed as

between solicitor and client or as between the parties and shall direct by the 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 Arbitration Act,1940 or any statutory modification thereof.

17. The contractors shall provide all necessary plants and machinery scaffolding, Centering, watering and lighting, fencing etc. for the proper execution of the works. Also they shall provide all necessary facilities for testing of cement concrete and other materials as and when directed.

18. The contractors shall indemnify the corporation and the Architect against all patent rights, mistake in setting out mishap in construction and injury to work men, damage to person and property etc. They shall make good the damage at their own expenses and the corporation with the consent of the Architect is empowered to deduct the same from their bills if the damage are required to be paid.

19. Unless otherwise specially mentioned, the measurements shall be taken according to the standard mode of measurements as adopted by the Indian Institute of Architects.

20. The quantities given in the attached schedule of Quantities are approximate only and no liability shall be attached to the Architect or the corporation for any variation therein.

21. The Architect may grant extension of time in case of strikes, lockout, pestilence or any other unforeseen circumstances with the corporation.

22. In the case of contractors becoming insolvent the contract will be terminated but without thereby affecting the power of the architect or the obligations and liabilities of the contractors of the corporation.

23. The Architect reserves the right of grant all or any items of the accepted tender to the contractors and to carry out those items through other contractors viz. Electric installation, sanitary installation, Flooring, water proofing etc.

24. The main contractors shall render full facilities to other minor contractors of the corporation. Such as allowing the use of scaffolding etc. and shall co-operate with them in the execution of the building work. In case of dispute the Architect's decision shall be final.

25. The contractor shall be confirm to the provisions and rules, regulations, action bye-laws, octroi and royalties etc; and attend to the notices of authorised bodies i.e. Municipal

government, lighting, sanitary, transport, traffic, labour, material or other bodies concern with the work. The corporation will help wherever necessary, but it will be contractors, responsibility and the payments, expenses or delay in time on this account will be considered. Any variation in drawings etc. shall be the contractors and no extra payment shall be made by the corporation on this A/c

26. Time is the essence of this contract and the progress of the work as measured by the bill's paid shall conform to the following-

¼ th work within 1/3 rd time limit

½ th work within 5/8<sup>th</sup> time limit

¾<sup>th</sup> work within 3/4<sup>th</sup> time limit.

Failing which Architect will issue notice to that effect and if the progress of work does not material improve, he shall terminate the contract after issuing a final notice and forfeit security deposite in hand and make other arrangements to complete the work, and no reponibility on this account shall be attached to the corporation or the Architect.

Before making other arrangement for carrying out the work final measurements of the work already done will be recorded.

27. Achitect / Architects shall mean the agency duly authorised by the corporation to work as Architect for this work under the instrution of the corporation.

28. If at any time after th acceptance of the tender corporation shall for any reason what so ever not require the whole or any part fo work to be carried out, the corporation shall give notice in writing of the fact to the contractors who shall have na claim to any payment of compensation of otherwise what so ever on account of any profit or advantages which he might have derive un-consequence of the for enclosing of the work.

They shall be paid at contract rates fourth full amount of the work executed by them including such additional work as cleasuring of sight etc. He shall also be allowed a reasonable payment [as directed by the Architect] for any expense sustained on account of labour employed or material collected but which could not be utilised on work as verified by the corporation.

Neither shall be contractors have any claim for composition on account of any alteration having been made in original specification, drawings, design and instruction involving any curtailment of the work as originally conterplated.

29. The tender rates are inclusive of all taxes and hence No exrta payment on this account will be made to the contractor.

30. Work shall be done by the contractor only on they quoted rates. No Extra payment on this account will be made to the contractor. Extra item of the work shall not be carried out without permission of the corporation.

The above Term & Condition is accepted.

CONTRACTORS SIGNATURE & DATE