

GENERAL CONDITIONS OF CONTRACT

1. The work shall be completed within 15 days reckoned from the day of issue of work order including period of mobilization.
2. The entire work shall be carried out by contractor in accordance with the conditions and specifications stipulated in the schedule of quantity/quotation and in the best workmanship manner and as per standard practice.
3. Materials required for satisfactory completion of work shall be of best quality, make, grade, as mentioned in quotation and / or conforming to Indian standard specification (latest edition), wherever applicable, and approved by Engineer In-Charge.
4. The quoted price is including GST and all other taxes. Any other charges incurred by contractor but not payable as per this work order, will not be paid / reimbursed.
5. Any damage to the Institute property will be made good at contractors risk and cost.
6. The Institute reserves the right to reject the bad work / or pay for the inferior quality work at reduced rates, as will be worked out by Institute. The Institutes's decision in this regard will be final and binding on contractor.
7. The labourers engaged by contractor for the said work should strictly follow the rules, discipline, and decorum of the Institute and contractor will be liable for any loss or damage caused by them to the Institute property.
8. The Institute will not be held responsible for payment of any compensation to the labourers engaged by contractor. Contractor will pay all compensations etc. including accident compensations due to his labourers.
9. Implements / materials required for the work shall be provided by contractor. Institute's property/materials shall not be used by the contractor. A suitable penalty shall be charged if contractor fail to observe this condition.
10. Contractor shall follow all safety rules and security procedure that are in force and applicable during execution of work.
11. 5% of the bill amount will be retained by the Institute, which will be released after completion of defect liability period of 6 (six) months .
12. The validity of the tender(s) shall be 120 days from the date of opening of tender.
13. The contractor shall comply with the provisions of all acts, statutes, rules, regulations etc., of the central and state governments the case may be that may apply to his case. And if necessary get himself duly registered as required by the said acts, statutes, rules, regulations etc.

SPECIAL CONDITIONS OF CONTRACT

1. Any rectification during defect liability period if not rectified by contractor will be carried out by Institute at cost & consequences of the contractor.
2. EMD will be returned after successful completion of defect liability period of six months.
3. The contractor shall submit the running/final bills. These bills shall be paid after proper and thorough scrutiny by the Institute Engineer within one month of submission of bill. GST amount at a rate of 18% will be held back which will be reimbursed only after submission of B2B return.
4. The contractor will not at any time cause or permit any nuisance on the site or adjoining areas or do anything, which shall cause unnecessary disturbances or inconveniences to the owner, residents, guests, students etc.
5. Contractor shall obtain necessary gate pass; labour tokens from the security officer.
6. Contractor shall obtain prior permission for carrying out work on Sundays & holidays.
7. Method of work, specification, mode of measurement and other details wherever not mentioned should be followed as per Indian standard code of practice or as per engineer in charge's instructions.
8. Contractor shall intimate in advance and obtain prior approval before undertaking any extra items. The rate for such extra items, if approved, will be based on calculation of existing market rates.
9. If there is any abnormal increase or reduction in quantities shown in BOQ no compensation or extra rate shall be paid on this accounts.
10. The Institute will be at liberty to cancel some of the items from the contract. In such cases, the contractor cannot claim any commission or percentage as profit.
11. The Contractor shall employ full-time technically qualified staff with adequate experience during the execution of the work.
12. The quality, time schedule for completion of work and well behavior with Client, and engineers of this project shall be essential & must for this project.
13. This contract shall be deemed to have been made in Mumbai and only the court of competent jurisdiction in Mumbai shall have jurisdiction to determine any question or dispute arising out of the contract.
14. On the completion of the works the contractor shall at his own cost clear away and remove from the site all construction material, equipments, surplus materials, rubbish and leave the entire site and works clean in a workmanship condition to the satisfaction of the employer.

15. Water and electricity will be provided free of cost for the work.
16. On receipt of confirmed works order the contractor shall prepare detailed works schedule showing all milestones in order to complete the work in time and to the satisfaction of Architect/Engineer in charge
17. Contractor to remove all the debris created during the work out of campus at his own cost.

Signature of Contractor