1 **General terms & conditions**

1.0 Contractor’s responsibility :

1.1 The Contractor should carry out the work in strict adherence to the drawings, technical specification and as guided by the Engineer.

1.2 The Contractor should employ trained technical persons to lead the execution and interact with the Engineer. He should have skilled workmen and technicians to execute the job. If the Engineer asks the Contractor to remove a person who is a member of the Contractor’s team stating proper reasons , the Contractor should ensure that the person leaves the site within 24 hours and has no further connection with the site .

1.3 The Contractor should be responsible for all the safety measures during the work . On one hand he should ensure safety of his own staff at site i.e. use all safety devices viz. Helmet , Gloves, safety belt etc. and on the other hand he should ensure the safety of the adjacent workmen ,

staff , visitors etc. The Contractor should take proper third party insurance coverage. The Contractor should fully handle the situation in case of any accident or demise there off and indemnify the Client. If the Client is forced to pay any amount out of the situation , that will be adjusted from the bill of the Contractor.

1.4 The Contractor needs to attend Management meeting called by the Client to review and plan for the work or such other relevant matter .

1.5 The Contractor is to warn the Client at the earliest opportunity of likely future events which may adversely affect the quality , cost and progress of work.

1.6 The Contractor should cooperate with and allow other Contractors to work in the same site .

2.0 Labours at site :

2.1 The Contractor can keep labours at site beyond working hours in his own arrangement and should keep the latrines used by them clean and disinfected . He should take care that the labours do not create any social pollution that may result in deteriotion of progress and peace in project site . Further he should ensure that only vegetarian foods are cooked and consumed inside the premises.

2.2 During continuance of the Contract , the Contractor should abide at all times existing labour enactments and rules , notifications etc of Local authority , State and Central Government . He should possess necessary labour license , cover his workmen and others through proper insurance policy. The Contractor should keep the Client indemnify in case any action is taken by the competent authority on account of contravention of any of the provisions . If the Client is forced to pay any amount for that by the authority that will be deducted from the bill of the Contractor .

2.3 No claim for idle labour will be entertained by the Client.

3.0 Quality control :

3.1 The Engineer in charge will check the Contractor’s work and notify of any defects found . The Contractor needs to rectify the defects as guided by the Engineer at his own cost . However such checking shall not affect the Contractor’s responsibility . He will solely be responsible for any defects , irregularities etc. throughout the project activities.

3.3 If the Contractor has not corrected a defect within the time specified by the Engineer , the Client will get it rectified by others and deduct the amount from Contractor’s bill

4.0 Time Control :

4.1 The Contractor should complete the job within mutually agreed time .

4.2 If the Contractor fail to comply with the program the Client can terminate the contract and can get the job done by other Contractor at the risk and cost of the Contractor.

5.0 Cost Control :

5.1 The Contractor should execute the job as per the ‘Bill Of Quantity’ . Payment will be done as per actual quantity of work done and after the item is entered in the Measurement Book and certified by the Engineer .

5.2 If any additional work ( beyond the bill of quantity given ) has to be done as per necessity , prior permission in writing needs to be taken from the Client . For rates of additional items not in the Bill Of Quantity the Contractor should provide a quotation with rate analysis and get the quotation approved before doing the job . No claim for additional work will be entertained without prior permission .

5.3 The Client will retain a percentage of all the running bills as security deposit to be released six months after satisfactory completion of the job .

6.0 Termination :

6.1 The Client or the Contractor may terminate the Contract if the other party cause a fundamental breach of the Contract.

6.2 Fundamental breachs of Contract includes , but shall not be limited to the following

a) The Contractor stops work for 4 dayswithout justified reasons .

b) The Engineer give notice for correctionof a defect and the Contractor failsto correct it within 7 days time .

d) If the Contractor engage in corrupt or fraudulent practice in executing this contract .

e) The Contractor delays the work without valid reason.

6.3 Notwithstanding the above , the Client may terminate the Contract for convenience .

6.4 If the Contract is terminated the Contractor should stop work immediately , make safe and secure of the site and leave the site within 24 hours .

6.5 If the contract is terminated because of fundamental breach of contract by the Contractor payment for item of work completed and certified by the Engineer only will be paid . If the Contract is terminated at the Client’s convenience or fundamental breach of Contract from Client’s part , reasonable cost for removal of equipment will also be paid.

7.0 If any historical or other valuable is unexpectedly discovered at site during execution , that will be the property of the Client .

8.0 Power , water and specified building materials will be supplied by the Client . But carrying both power , water and building materials from the source point / store to the point in site where it is required is the responsibility of the Contractor .