

Delay penalty & Determination of Contract:

If the contractor fails to maintain the required rate of progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law, pay compensation the amount calculated at the rates stipulated below or such smaller amount as the Director may decide (whose decision in writing shall be final and binding) on the amount of the tendered value of the work for every completed day / week (as applicable) that the progress remains below or that the work remains incomplete.

Completion period not exceeding 3 months (stipulated) @1% per week or part thereof provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 5% of the tendered value of work.

The Engineer in Charge may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the state of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases.

- i. if the contractor fails to rectify/replace the defects in spite of written notice by Engineer – in-Charge
- ii. If the contractor suspends the progress of work so that in the opinion of the Engineer-in-Charge he will be unable to secure completion of the work by the date of completion and do not improve performance even after written notice.
- iii. If the contractor neglects to carry out his obligation under the contract and / or commits defaults in complying with any of the terms and conditions and does not remedy if even after written notice.

When the contractor has made him liable for action under any of the aforesaid cases, the Engineer-in-Charge on behalf of IACS shall have powers

- a. To determine or rescind the contract. Upon such rescission, the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of IACS.
- b. After giving notice to the contractor to measure up the work done by him, get the balance work done by another contractor. Any expenses which may be incurred in excess of the sum which would work had been executed by him, shall be borne and paid by the original contractor and may be deducted from any of his dues.

Extension of Time : If in the opinion of the Employer/Architects the works be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighbouring Employers or (c) by the works, or delay of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building or trades or (f) from other causes which the Employer may consider are beyond the control of the contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof. In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer. The contractor shall engage at least one experienced Engineer as Site-In charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local labourers on the work as far as possible.

No labour below the age of FOURTEEN years and who is not an Indian National shall be employed on the work.

Any labour supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

- a) The Payment of Wages Act
- b) Employer's Liability Act
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- e) Apprentices Act 1961.
- f) Any other Act or enactment relating thereto and rules framed there under from time to time.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labour are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first-aid treatment to the labours engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Employer and also to the competent authority where such report is required by law.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc by nominated sub-contractors for their work.

DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way

connected with the carrying out of this contract. The clause shall be held to include interalia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses 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 compensation or damages consequent upon such claim.

The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the Employer (the name of the latter being placed first in the policy i.e IACS A/C _____ (Contractor's Name) and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract i.e. the Contractors' All Risk Insurance shall have extension for covering cross liability arising, if any, during execution of work relating to Air Conditioning, Electrification, Erection of Lift etc.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

INSURANCE

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the Employer and the contractor for such amount and for any further sum if called to do so by the Employer, the premium of such further sum being allowed to the contractor as an authorized extra. The contractor shall deposit the policy and receipt for premiums paid with the Employer within 21 (twenty one) days from the date of issue of work order unless otherwise instructed.

MEASUREMENT OF WORKS

The contractor will record and submit measurement for verification of the representative of the Employer. The contractor should submit their bill with such measurements.

The Engineer-in-Charge shall on receipt of the bill from the contractor, intimate him that he requires the measurements of the work to be verified at site and the contractor shall forthwith attend or send a qualified Agent to assist the E-in-C's representative in taking such measurements and calculation and to furnish particular or to give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such Agent then the measurements taken by the Engineer-in-Charge or his representative shall be taken to be the correct

measurements of the works. The contractor or his Agents may at the time of measurements take such notes and measurement as he may require.

It shall be ensured that the method of measurement is in accordance with the contract. The precision in measurements shall be as laid down in IS 1200. Any points of disagreement with the contractor pertaining to measurements shall be promptly referred to the decision of the Competent Authority.

Extra/deviated items, as claimed by the contractor, shall not be recorded in Measurement Book until they are approved by the Competent Authority.

In case some allegedly extra/deviated item is carried out by the contractor while complying with approved drawings and specifications and the same is to be covered up, the Engineer-in-Charge shall check the item and its specification and record its measurements but simultaneously enter up the provision that their admittance is subject to the approval by the Competent Authority. Both the measurements and the provision shall be got signed by the contractor.

CONCEALED WORK

The contractor shall give due notice to the Employer whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise, becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer be either opened up for measurement at the contractor's expense or no payment may be made for such materials, should any dispute or difference arise after the execution of any work as to measurements etc or other matters which cannot be conveniently tested or checked, the notes of the employer shall be accepted as correct and binding on the contractor.

PAYMENTS

All bills shall be prepared by the contractor in the printed form prescribed by the Employer/Architects after the joint measurements are recorded in the Measurement Book. **Maximum one Interim/RA Bill shall be prepared in each month subject to minimum value for interim certificate which shall not be more than 75% of the full value (but not less than Rupees one lakh) of the item executed as accepted in the tender documents.**

The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The Employer/Architects shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor. The Employer will have the discretion to amend the certificate of Architects if considered necessary and the contractor shall be entitled to payment thereof.

The Employer will deduct retention money as described. The refund of retention money will be made as specified

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in anyway the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Engineer-IN-Charge and payment shall be made within 45 days from the date of receipt of the final bill.

FINAL CERTIFICATE AND PAYMENT

On completion of the work, the contractor shall be furnished with a certificate by the Employer of such completion, nor shall the work be considered completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding surplus materials and rubbish and cleaned of the dirt from all work executed.

The final bill shall be accompanied by a certificate of completion from the Employer. Payments of final bill shall be made after deduction of Retention Money which sum shall be refunded after the completion of the Defects Liability Period after receiving the Employer's certificate that the contractor has rectified all defects to the satisfaction of the Employer/ Architects. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed. Contractor will have to submit no claim certificate along with Final Bill.

VARIATION/DEVIATION

The contractor may when authorized and shall, when directed in writing by the Employer and or omit, or vary the works shown in the drawings or described in the specifications or included in the priced schedule of quantities. The contractor on his own accord shall make no addition, omission or variation without such authorization or direction. A verbal authorization or direction by the Employer shall when confirmed correctly by the contractor in writing within 8 days shall be deemed to have been given in writing.

The contractor shall send to the Employer once in every month a statement giving particulars, as full and detailed as possible, of all claims for any additional payment to which the contractor may consider himself entitled and of all extra or additional work ordered by the Employer which he has executed during the preceding month.

No final interim claim for payment for any such work or expense will be considered which has not been included in such a statement provided always that the architect shall be entitled after taking employer's sanction to authorise payment to be made for any such work or expense, notwithstanding the contractor's failure to comply with this condition, if the contractor has, at the earliest practicable opportunity, notified the architect in writing that he intends to make a claim for such work.

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules :

- i) The net rates of prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.
- ii) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items. For the purpose of such deviation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills/vouchers dependable printed price schedules of building materials of different types shall be adopted, using factors and constants for quantum of material, labour T & P and sundries from standard analysis of rates adopted by the National Building Organisation, Ministry of Works & Housing, Govt of India in preparation of All India Standard Schedule of Rates 1977 and adding 15% over towards profits and overheads. When called upon to do so the contractor shall submit the required purchase bill/vouchers.
- iii) In respect of a contract which incorporates more than one schedule the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs shall be taken as the lowest applicable rate in other schedule. Similarly in case (ii) above if similar or near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, similar or near similar items from the other schedule shall be adopted.
- iv) In the case of additional, altered or substituted (deviated) work for which rates cannot be reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices, substantiated by purchase bill/vouchers, using factors and constants for quantum of materials, labour, T & P and sundries from standard analysis of rates adopted by the National Building Organization, Ministry of Works & Housing, Govt. of India in preparation of All India Standard Schedule of Rates, 1977 and addition 15% towards profit and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers to the Employer.
- v) The tender rates will hold good for any increase and decrease in the tender quantities upto a **variation of 25%**. For variation beyond the above limit the rates for the respective items for quantity beyond the limits mentioned above may be worked out on market rates.

- vi) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additional, altered or substituted (deviated) work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the Employer.
- vii) In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principles enunciated and the architect, after scrutinizing the analysis and other papers furnished will allow such rates as he considers reasonable after obtaining Employer's sanction.
- viii) Where extra work is of such a nature that it cannot be properly measured or valued the contractor shall be allowed day work priced at the net rates stated in the tender or the priced schedule of quantities or if not so stated then in accordance with the minimum local day work rates and wage for the district notified by the concerned authority provided that in either case if required by the Employer/Engineer-in-Charge, vouchers, muster rolls and other documents, required for proper verification of the labour employed and the materials deployed on the said work and the costs thereof be delivered to the Employer or his representative on or before the end of the week following that in which the work has been executed.

The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the Employer. The margin to be allowed on actual costs to the contractor towards profit and overhead shall be 15%.

SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/Architects in writing for any such substitution well in advance. Materials designated in this specifications indefinitely by such term as "Equal" or "Other approved" etc specific approval of the Employer/Architects has been obtained in writing.

PREPARATION OF WORKS FOR OCCUPATION AND USE ON COMPLETION

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Employer that he has completed the work and it is ready for inspection.

CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Architects.

DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer for all defects or other faults which may appear within 12 months after completion of the work. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, in

lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under Clause No. 22 together with any expenses the Employer may have incurred in connection therewith.

ESCALATION

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials or labour etc. However, any change of price due to change of Govt. Levy etc may be considered, if justified.

IDLE LABOUR

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

WATER SUPPLY

The Contractor may use the existing facility of the water supply distribution, if not otherwise instructed.

POWER

The Contractor may use the existing facility of the power supply distribution, if applied for on chargeable basis.

METHOD OF MEASUREMENT

Unless otherwise mentioned elsewhere in the tender measurement will be on the net quantities or work produced in accordance with upto date rules laid down by the Indian Standard Institution. In the event of any dispute with regard to the measurement of the work executed, the decision of the Architect/Employer shall be final and binding on the contractor.

ACTION WHERE NO SPECIFICATION

In the case of any class of work for which there is no such specification in Technical Specification, such work shall be carried out in accordance with the I.S. Specification and in the event of there being no I.S. specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Architects/Employer.

CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY INCONVENIENCE TO THE PUBLIC

The contractor(s) shall not deposit materials on any site which will seriously inconvenience the public. The Architects may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Employer/Architects shall have power to adopt any of the following courses as they may deem best suited to the interest of the Employer:-

- a) To rescind the contract (of which rescission notice in writing to the contractor under hand of the Employer/Architects shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Employer.
- b) To employ labour paid by the Employer and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and price of material (of the amount of which cost and price of a certificate of the Architect/Employer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architects/Employer as to the value of the work done, shall be final and conclusive against the contractor.

- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/Employer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of above courses being adopted by the Employer/Architects the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements, or make any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum or any work thereto for actually performed under this contract, unless, and until the Employer/Architects will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

CHANGE IN CONSITUTION OF THE FIRM

In the case of a tender by partners any change in the Constitutions of the Firm shall forthwith notified by the contractor to the Employer/Architects for the information.

GUARANTEE FOR THE SPECIALISED WORKS

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialised agency alongwith a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value. If the contractor is required to submit guarantee/ guarantees for any item/items for a period of more than 12 months, the guarantee/ guarantees in case of those items shall remain valid even after expiry of the defect liability period of 12 months as stipulated in the contract.

INCOME TAX / WORKS CONTRACT TAX

Statutory deduction of Income Tax/works contract tax shall be made from all interim and final payments as per extend statute.

AGREEMENT

The successful contractor will be required to enter into an agreement in accordance with the Draft Agreement form enclosed & the schedule of conditions within 15 days from the date of the contractor is advised by the Employer/Architect that his tender has been accepted and he shall pay for all stamps & legal expenses incidental thereto. However, the written acceptance by the Employer of a tender will constitute a binding contract between the Employer and the person so tendering whether such formal agreement is or is not subsequently executed.

WORKING HOURS

No work shall be done on Sunday without prior approval in writing of the Employer/Architects. Working hours on other days of the week shall be from sunrise to sunset. Work programme for completion of the project within the stipulated time of completion shall be prepared accordingly.

NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT

If at any time after the commencement of the work, the Employer/ Architects shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out the Architects/Employer shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage with which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work as originally contemplated.

ARBITRATION

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select any one of the persons names and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due to be payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

72.0 CLOSING OF CONTRACT

The Final bill shall be submitted within 90 days from the date of virtual completion of the work. It is also a term of the contract that if the contractor does not raise any claim in writing within 90 days from the date of cancellation, termination, completion or abandonment, the claim of the contractor shall be deemed to have been waived and absolutely barred and "Indian Association for the Cultivation of Science" shall be discharged and released of all its liabilities under the contract in respect of the claims. This contract shall be deemed to have closed on settlement of Final Bill for the work.

73.0 DECLARATION

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the schedule of quantities attached with the tender documents.

I/We shall also uniformly maintain such progress with the work, as may be directed by the Employer/Architects to ensure completion of same within the target date as mentioned in the tender document.

Witness :

Signature of Tenderer

Address : _____

Date : _____