

Bhaorao Devras Seva Nayas
108, South Avenue, New Delhi-110011

Terms & Conditions

1. The **Bhaorao Devras Seva Nayas** is hereinafter call “**Nayas**”
2. This contract includes any modifications and/or alteration to be effected mutually hereinafter.
3. Total quantity will be calculated as per architectural and structural drawings and payment will be made on per actual measurement basis.
4. All bills must to be submitted by the contractor duly certified by the **Nayas** authorized Engineer for payment and also arrange conveyance for Nays engineer to go for site work will be responsibility of contractor, for which contractor will arange one vehicle with driver and fuel.
5. In the event of any failure on your (Contractor) part to fulfill any and/or all the terms of this contract the **Nayas** will have the right to, among other things, rescind this contract and/or to get the work done by himself through any other party at your (Contractor) sole cost and liability.
6. No compensation shall be payable to you (Contractor) in the event of any cancellation/suspension / postponement of this contract effected by us on account of any act of God, an act of state of Force Major including civil disturbance & labour unrest & shortage of resources.
7. Contractor man working at our premises must rigidly follow all our rules regarding entry, exit and safety precautions and maintain strict discipline.
8. It will be your (Contractor) sole responsibility to arrange for the proper storage & safe custody of the stores tool & equipments etc., used by you (Contractor) at our site during the pendency of the work contract and a hereto our instruction in this regard.
9. You (Contractor) shall solely responsible for the strict enforcement of labour laws, applicable acts, Rules and others made by the Central and the state Government or Local Authorities and we shall in no way responsible for any violation of any act on your (Contractor) part.
10. In case **Nayas** incur any loss or damage due to contractor failure to or diligence, contractor shall liable to exonerate **Nayas** for the consequences thereof reimburse to the said loss or damages in full as and when demanded by us.
11. You (Contractor) shall be deemed to have given an implied and explicit warranty of the material supplied and of the workmanship, even through a separate warranty clause has not been specifically entered into with you (Contractor).
12. All deductions including TDS, GST or authorized under any law for the time being in force shall be effected at source from your (Contractor) bills. **CONTRACTOR’S LIABILITY AND DEDUCTED AT SOURCE**

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13. The decision of the **Nayas** in case of any dispute shall be final and binding on you (Contractor).

14. This contract shall be deemed to have concluded at and only the courts at shall be competent to try any case arising out of this contract.

15. Your (Contractor) acceptance of these terms & condition shall be deemed to have been implicitly given and unless these term & conditions are modified with our consent, these shall be binding and conclusive on you (Contractor)

16. The workman engaged by you (Contractor) shall remain your (Contractor) employees and we (**Nayas**) shall have no liability whatsoever in respect of these employees and any other law relating to their employment shall have no implication as the **Nayas** is concerned. In event of any financial liability coming on **Nayas** you (Contractor) hereby agree to reimburse to the **Nayas**.

17. On all unplaster concrete surface, contractor shall remove all shuttering marks, undulations, cement mortar linings or any other defects by proper machine grinding of concrete surface.

18. All other specification shall be as per the drawings / details as given in approved drawings of **Nayas**.

19. All the works shall be executed as per the drawings, designs, details and specification as given by Architect.

20. The Contractor will be fully responsible for the stability of the structure. In case any discrepancy is noted in approved drawings, the same shall be brought to our notice prior to execution so that the discrepancy may be rectified. For all practical purposes, contractor shall be fully responsible and accountable for the stability/ safety of the structure.

21. All materials to be used at site shall be got approved before use. Any substandard material lying at site shall be immediately removed from the site on the instructions of the Engineer.

22. All the work shall be carried out as per standard IS specification as issued by Bureau of Indian Standards.

23. All the above work shall be executed as per the latest CPWD specification Vol. 1, Vol. 2 & Vol. 3.

24. Secured Advance:

No Secured advance shall be given against material lying at site.

25. Labour Hutment:

The contractor shall construct at his own cost labour hutments in a systematic way on a suitable plot of own land.

26. Water and Electricity:

Water, electricity and generators required for construction purpose shall be arranged by the contractor at his own cost.

27. Temporary Lighting:

The contractor shall make his own arrangement in respect of the provision of adequate lighting at all places where his workman are engaged for carrying out the work and also provide general lighting of site as a whole in proper safe and satisfactory manner.

28. Safety at work Site:

You (Contractor) shall take all preventive measures for the safety of your (Contractor) workmen and other staff. Also you (Contractor) shall be fully responsible for the all employees Provident Fund and ESI etc.

29. Taxation:

- a. All taxes, levies and duties etc. including the turnover tax shall be to your (Contractor) account. **GST**
- b. If any type of cess levied by state government / Central Government or any other statutory body shall be paid by the Contractor.
- c. TDS / GST or any other Taxes will be deducted as applicable at the time of payment.
- d. GST shall be payable extra at the applicable rates.

30. Payment:

90% payment after statutory deduction shall be released within 20 days of submission of monthly R.A. Bill after checking by NAYAS Engineers to contractor and 5% will be held as SD. **Security deposit**

31. Completion Period:

- a. Time is the Essence of this contract. Entire work shall be completed on or before the stipulated date of completion.
- b. All work in the scope of this contract shall be completed within 9 months. The date of commencement of work will be the after 10 days of Award of contract.

32. Safety Precautions:

a. All workers, Supervisors, engineers & other concerned persons at site shall wear helmets, Safety Belts, Safety boots etc. while working at site.

b. The contractor shall take all precautions by exhibiting necessary caution boards, red flags, red lights and barriers to avoid any accident during execution of work. The Contractor shall be responsible for all damages and accidents due to negligence on his part. The contractor shall be fully responsible for barricading of the trenches, putting of sign boards with fluorescent paint lettering for day and red fluorescent flickering lights and caution boards and red lamp for the night and for employing chowkidar as well as for taking any other precautions as per traffic police authority for safety of the public and workman. If any penalty for violating the rules is imposed by any department/ authority, the contractor shall have to bear this at his cost.

c. All shafts, lift openings, balconies in floor of a building shall be barricaded immediately after casting of slab to prevent fall of persons or materials.

d. Working Platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12 ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened.

e. All sides of building should be covered properly with at least 20 ft. wide net to avoid any one injured from falling object.

f. No floor, roof or other part of the structure shall be so over loaded with debris or materials as to render it unsafe.

g. Suitable and strong scaffolds should be provided for workmen for all works that cannot be safely be done from ground.

h. Every rope used in hoisting or lowering materials or as a means of suspension shall be of a durable quality and have adequate strength and be free from parent defects.

33. Approval of Material:

a. Contractor shall be responsible to get prior approval of samples of all material required to be used at site. No material can be moved outside the site without written approval of **Nayas**.

b. Contractor shall be responsible to get all shuttering, Steel work approved by **Nayas** Engineer before casting of concrete.

34. Inspection of Contractor's Material:

All contractors' materials shall be inspected by **Nayas** after unloading at site to ensure that the approved quality of material shall be available at site. In case contractor brings some inferior quality of material, he has to remove the same within three working days. Otherwise a nonrefundable penalty of Rs.10,000/- per truck per day of rejected material will be deducted from contractor's bill.

35. Inspection of Works:

Contractor shall be responsible to get inspected all preparatory works before execution at site from the engineer appointed by the **Nayas**. In case of any failure of contractor **Nayas** shall be free to get the work dismantled and contractor shall be responsible for re execution of this work without any extra cost.

36. Engineers at Site:

Contractor should ensure the following minimum technical staff per two blocks at site:

1.	B.E. in Civil Engineering	01 No.	7-10 Years of experience
2.	Diploma in Civil Engineering	01 No.	3-5 Years of experience
3.	Forman and supervisors	04 Nos.	3-5 Years of experience

37. Dismantled of Defective Works:

Contractor shall be responsible to remove any defective work mentioned by **Nayas** representative within 7 days, otherwise it will be dismantled by **Nayas** and the cost of dismantling shall be recovered from the contractor.

38. Defect Liability Period:

Defect liability period of the contract shall be 12 months from completion of work under different phases. The contractor during the said defect liability period shall be responsible to make good and remedy at his own expenses all defects pointed out by the Engineer.

39. List of Equipment:

The Following minimum equipment to be arranged by the contractor

1.	Tower Hoist	02 No.
2.	Concrete Mixer	03 No.
3.	Vibrator	08 Nos.
4.	Vibrator Needles	15 Nos.
5.	Bar Bending and Cutting Machine	02 Nos.
6.	Grinder	03 No.
7.	Steel props & Folding & Steel plates	1000 Sqm

Cont...Page – 6

40. Furnished office Accommodation to be provided by the Contractor to Nayas Engineers & Supervisors etc.

The Contractor at his own cost will construct a suitable furnished office at site equipped with basis facilities, regular electric & drinking water supply for **Nayas** Engineers and supervisors etc. The Contractor shall provide consumable as required and maintain the aforesaid facilities intact/operational during the tenancy of the contract excluding the defects liability period

The contractor shall also make sufficient arrangement for photography by maintaining a camera at site so that photographs can be taken of any specific activity at point of time.

41. Safe custody of Material:

Contractor shall be responsible for the safe custody of the material issued to him by **Nayas** and the material to be supplied by him till the work is handed over complete in all respect.

42. Contractor store, site offices and other facilities:

Contractor has inspected the site and has made his own assessment towards the availability of space at site for his stores, yards, offices, steel & shuttering yards, cranes, Material hoists and other facilities. A mutually determined area within the constraints of the site will be allowed to the contractor free of cost for the purpose of storing his tools, plant, materials, site office, cement go down, canteen, plant & machinery etc. incase contractor is not liable to accommodate his facilities within the site, or in the opinion of Project Manager , Engineer, Contractor facilities are to be removed or relocated in the interest of the progress of work (Contractor or any other agencies/ vendor's) the contractor shall make his own arrangements elsewhere outside the site at his own cost for the same. Water tank for the purpose of construction cost. The Contractor shall at his own cost make all arrangements for space, lodging, transportation etc. for the labour. No person will be allowed to stay on site except the security and security guard except during night construction when the work is in progress.

43. Daily site reports:

The Contractor shall throughout the contract period, submit daily site reports on an approved/ prescribed performa to the Project Manager, The reports will include, but not be limited to:

- i. Record of the site progress
- ii. Number on employees on the site
- iii. Number of men employees on the site
- iv. Plant and machinery at site (including an indication as to whether the plant is working or standing)
- v. Notification of accidents, if any
- vi. Events influencing the progress of the work
- vii. Progress Reports:

Cont... Page-7

At the end of each month the contractor shall submit a monthly progress report in a prescribed/ agreed format with the Project Manager. The report shall include 2 sets of progress photographs taken from pre-determined locations, which illustrate the progression of the work.

44. Testing Facilities at site:

The Contractor shall provide the minimum but not limited to the following facilities/ equipment and trained staff at site at his own cost.

- a) Slump testing apparatus.
- b) Sieve sets for testing of fine and coarse aggregate balance
- c) Balance
- d) Ovens
- e) Weighing Machine
- f) The Contractor shall get other tests carried out at his own cost at approved laboratory as per the directions of the Project Manager.

45. Calculation of any extra items or work beyond the BOQ shall be provided by the contractor and shall be approved by the Nayas before executing of the work.

46. If any dispute arises between contractor and **Nayas** that will be settled by the Arbitrator to be appointed by the mutual consent of the contractor and **Nayas** and the decision of the Arbitrator will bind both the parties. Otherwise all the disputes will be settled at Lucknow jurisdiction only.