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CIN No. U15203DL2001PTC111502



CLIENT

**M/S CHOUDHERY CHEEZE BAZAR PVT. LTD.
HISAR.**

CONTRACTOR

**PAN INDIA CONSTRUCTION
GURGAON-HARYAN**

TERMS AND CONDITIONS:-

1. **SETTING OUT WORKS:-**

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error is found during the progress of any part of the work will be rectified to the satisfaction of the Owner/ Site Engineer at his own cost.

2. **SUPERVISION OF WORKS:**

The contractor shall employ the following technical staff during the execution of this work.

- a) One graduate civil engineer with at least five years experience or diploma holder in Engineering with at least ten years experience in a reputed concern.
- b) Foremen one no. And further necessary staff as may be required from time to time.
- c) The technical staff should be available at site whenever required by Owner to take instructions.

3. **DISMISSAL OF WORKMEN**

The contractor shall on the instruction of the Owner/Site Engineer immediately dismiss from the works any person employed thereon who may in the opinion of the owner is found unsuitable or incompetent or who may misconduct himself, and such person shall not be employed again or allowed on the work without the permission of Owner/Architect.

4. **ASSIGNMENT**

The whole of the work included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sublet the contract or any part, share or entrust therein, nor shall take a new partner without the written consent of the Owner, and no subletting shall relieve the contractor from his full and entire responsibility of work.

5. **ARRANGEMENT OF POWER SUPPLY**

For Choudhery Cheese Bazar Pvt. Ltd



Choudhery Cheese Bazar (P) Ltd.

Registered Office : N-10, 3rd Floor, Greater Kailash-1, South Delhi-110048

The Employer will make arrangement for supply of electricity at one point at site . However, the contractor will make arrangement for concrete mixer Vibrator, pumps, etc. as well as Stand-by Diesel Generator set of required capacity so as to carry out the construction work in absence of electricity. Electricity will free of cost.

6. WATER SUPPLY

The Employer will make arrangement for supply of water, free of cost, at two points in the site. The contractor will arrange distribution of water at their own cost.

7. SITE OFFICE & LABOUR HUTMENTS

The Contractor shall provide suitable temporary office Accommodation, for his Staff and Site Office for Site Engineer and Hutment for his own labour. After the work is over, all these temporary facilities shall be removed by the Contractor at his own expenses to the satisfaction of the Engineer-in-Charge/Owner.

8. SECURITY

The Contractor will make proper security arrangement for their own site and also comply with the rules and regulations for security as may be required by the employer.

9. MEASUREMENTS OF WORKS

The work will be measured as and when required by Owner or Contractor. The final measurement and valuation in respect of the contract shall be completed within one week from the date of completion of work.

10. CERTIFICATE AND PAYMENT

The bills shall be raised by the contractor every fortnightly & submitted to the architect for approval and 75% of the payment for the same shall be released immediately after approval (by Architect) the balance 20% shall be done within one week after detailed verification from the Architect. M/S VIVEK CONSULTANTS /Site Engineer and approval from the Company. GST is extra over and above the bill amount. The Balance 5% in every running bill shall be retained as security deposit. Such retention money or security shall not exceed Rs. 10 Lakhs

11. SETTLEMENT OF DISPUTE - ARBITRATION

All disputes and differences of all kinds arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the Determination, Abandonment or breach of the contract) shall be referred to the arbitrator which is **Architect** .The decision of the arbitrator shall be final & binding.

12. PERIOD OF COMPLETION

For Choudhary Cheese Bazar Pvt. Ltd

Authorised Signatory

Time is the essence of the contract and the contractor shall submit a detailed schedule of construction well in advance to the Architects. The schedule of construction should be such that work will be completed within **8 MONTHS** from the date of contract/ start of work. This schedule of construction shall be by way of Bar charts, etc.

13. INSURANCE COVER

The Contractor shall obtain comprehensive all risk (C.I.R.) insurance policy, at his own cost to cover the damages and loss of property and persons. A copy of the above should be given to the employer. It should be carefully noted that various agencies may be working in this project simultaneously and the contractor shall work in close co-ordination with all these agencies. He shall programme his work

accordingly in consultation with other agencies and according to sequential requirements as may be decided upon by The Engineer-in Chief. Simultaneous execution of other components of the work in a particular sequence and this will not be accepted as a group for any delay or excuse of any nature whatsoever.

14. NON-EXECUTION

In case the work is not progressing to the satisfaction of the Owner at any stage of the contract, for which the Owner shall be the sole Judge, he shall have the right to terminate the contract by giving 48 hrs. Notice in writing and get the balance work done from the other contractors risk and cost.

15. SUB-CONTRACT

Complete work included in this contract shall be executed by the Contractor and he shall not directly or indirectly sublet the contract without the prior approval of the Owner/ Architect.

16. TOOLS AND TACKLES

All the tools and tackles including shuttering & lifts etc. required to carry out the job shall be arranged by the contractors.

17. SURPLUS MATERIAL

Any surplus material left unused shall be to the contractors account.

18. REDUCTION IN SCOPE OF WORK

In case for any reason, the scope of work mentioned in this contract is reduced, the contractor's charges will get proportionately reduced. Also second phase of work will be awarded only after the satisfaction from the first phase of constructions.

19. STATUTORY LIABILITIES

For Choudhery Cheese Bazar Pvt. Ltd


Authorised Signatory

- 19.1 The contractor shall be responsible for all the statutory liabilities for his work as well as for the staff employed by him under various labour laws as well as income tax laws.
- 19.2 The contractor shall indemnify the Owner against all losses and claims in respect of injuries or damages to any property/workers whatsoever, which may arise out of or in consequence of the execution, of the contract and against all the claims, proceeding damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 19.3 The Owner shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident of injury to any work men or other person in the employment of the contractor or any subcontractor.

20. VARIATION NOT TO VITIATE CONTRACT:-

No alteration, omission or variation pursuant to the instructions from the Engineer-in-Charge shall vitiate this contract, but in case the Engineer-in-Charge considers it proper at any time during the progress of the works to make any alterations in or additions to or omissions from the Works or any alteration in the kind or quality of the materials to be used there in and gives notice thereof in writing under its hand to the Contractor, the Contractor shall comply with the requirements of such notice, but the Contractor shall not do any work extra or make any alterations, variations or additions to or omissions from the Works or any deviation from any to the provisions of this Contract, without the previous consent in writing of Engineer-in-Charge and where ever it results in extra work to the Contractor, the contractor shall obtain prior written approval as regards extent of work and price thereof from the Owner/Architects.

In case of any change in design/specification the Contractor shall obtain prior written approval as regards extent of work and price thereof from the Owner/Architects.

21. RATE OF NON TENDERED ITEMS:

Rates of items not mentioned in the schedule shall be decided mutually on basis of tendered rate. In case the rate cannot be derived from tendered rate the same shall be on basis of actual cost of material and labour plus 15% (Fifteen Percent + Taxes applicable) for the contractor's overhead and profit. The Architect's decision in the matter shall be final and binding.

22. The crushed stone aggregate shall be used for RCC work River Singles can be used for PCC work.

24. The brick locally available should be of the best quality to be used class-A.

25. MATERIAL INSPECTION:

The material procured by the contractors for construction work is to be approved by the company's representative.

26. OWNER'S REPRESENTATIVE:-

- a) The Owner's representative shall on behalf of the Owner be entitled to inspect the Works and stocks of material and to inspect and examine the materials used and the workmanship in execution of the works.

For Choudhary Cheese Bazar Pvt. Ltd


Authorised Signatory

- b) The Owner's representative shall be afforded every facility and assistance for inspecting the Works, the material & stocks and the workmanship and for checking and measuring time and material.
The Engineer-in-Charge shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials or goods and thereupon such work shall be suspended and the use of such materials shall discontinued until the decision of the Engineer-in-Charge is obtained.

27. SECURITY DEPOSIT:

The retention money @ 5% will be deducted from every running bill upto the maximum limit of 2% of total final bill amount.

28. CEMENT IN CONTRACTOR SCOPE AND STEEL SUPPLIED BY CLIENT FREE OF COST.

CEMENT = Rs. 275 PER BAG.

29. PENALTY CLOUSE:-

In case of none completion of the work in time as written in the contract. A penalty Rs. 25000/- per day will be charged from the contractor. (UPTO LIMIT OF Rs. 10 LAKHS ONLY)

30. For the purpose of reconciliation of the reinforcement, structural steel & cement the Following wastage shall be allowed:-

- | | | | |
|----|------------------|---|--|
| a) | Cement | : | 3% |
| b) | Reinforcement | : | 5% including 1% invisible wastage or Rolling margin. |
| c) | Structural Steel | : | 4% including 1.5% invisible wastage or Rolling margin. |

31. If the wastage exceeds the above limit the employer shall recover the cost of the material supplies over & above the estimated wastage 150% of the market value of such material.

32. Mobilization advance of 10% will be paid to the Contractor & the same will be deducted Pro – rate basis from 2nd R.A. Bill onwards.

33. All approved rates are inclusive GST will be charged extra as applicable.

EMPLOYER/OWNER

For and on behalf of

Choudhery Cheese Bazar P.Ltd.

Name: Ashish Choudhery
For Choudhery Cheese Bazar Pvt. Ltd

Signature:

Authorized Signatory

CONTRACTOR

For and on behalf of

Pan India Construction

Name: Pradeep Kumar

Signature:

