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No.ARC/ 24/2002/Vol.I

Date: 3rd March, 2012

TERMS AND CONDITION FOR THE EXECUTING AGENCY

1. The work shall have to be completed by the Executing Agency within stipulated time to be given in the work order.
2. Extension of time beyond the agreed time of completion shall not be granted to the Executing Agency except under exceptional circumstances after taking into account due to unavoidable circumstances on written request at least two months before the expiry period.
3. The duration of completion offered by the Executing Agency of the Project shall be taken into account.
4. If the work is not completed within the stipulated time penalty @0.25% per month and maximum to 2.5 of the total cost of the work shall be imposed.
5. Security deposit for each work shall be released after one year of successful completion of the works, in question, based on successful performance of completed works.
6. Any dispute arising between the Agency and the Institute shall be referred to the sole arbitrator to be appointed by the Council and decision of which shall be the final and binding on the Executing Agency.
7. Charges for work, electricity, if provided by the Institute, will be charged from the Agency, as per rates fixed by CPWD, etc.
8. The Agency to whom the work has been awarded will be the principal employer for the labour force for all legal/statutory dues. The Institute/ Council shall have no liability in this regard.

9. Records relevant to measurements, financial progress, test contract, purchase of materials etc. to be made available for inspection by the Executing Agency.
10. The Security deposit of 10% of the estimated cost/accepted tender value will be kept by deducting from the last installment of the Executing Agency's bill towards defect liability period of one year after handing/taking over of the constructed work which will be released after successful completion of one year of the work, and in case of any defects, the remedial measures should be taken by the Executing Agency or the same will be done by the Institute out of this Security deposit
11. Payment cost of work will be processed on the basis of submission of detailed monthly accounts for the work done duly signed by the Project Manager/ Engineer in charge and unit accounts Head duly certified by the Joint Director of the Centre.
12. For detail of Plan and Design of the buildings and other general Terms and Conditions etc. may please be obtained from the office of Estate Cell during Office hours on all working days.
13. Other Terms & Conditions prevalent in force or may be necessary for the effective and optimal utilization of the Govt. fund, which shall be binding on the Executing Agency.
14. The representative of the Executing Agency shall sign on all the papers of the Tender Document, mandatory, as an unconditional acceptance of all the Terms & Conditions.

(N. PRAKASH)
Joint Director