

CENTEAL PHOENIX CLUB
Ambala Cantt-133001

CENTEAL PHOENIX CLUB
Ambala Cantt-133001

Notice Inviting tender

Item Rate sealed tenders are invited for and on behalf of Central Phoenix Club Ambala Cantt for the work of Construction of Swimming pool at Central Phoenix Club at Ambala Cantt. from the eligible Contractors Registered with CPWD, BSNL and local PWD. Estimated Cost put to tender Rs.5,61,000/-, Earnest money Rs. 11250/- Time of Completion 3 Months Last date of application : 21-02-2011 Last Date of sale of tenders: 23-02- 2011last date of receipt of tenders : 25-02-2011 upto 3.00 PM and will be opened on 25-02-2011 at 4.00 PM in the office of Chairman. For details visit to our web site: www.centralphoenixclubambala.com

Chairman
Central Phoenix Club
Ambala Cantt

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TENDER DOCUMENT

A. NOTICE INVITING TENDER

1. Sealed item rate tenders are hereby invited on behalf Chairman Central Phoenix Club Ambala Cantt For the Construction of Swimming Pool at Central Phoenix Club Ambala Cantt (Sub Head : Civil Part) on Item rate basis.
2. Estimated cost of the project is Rs. 5,61,00/-
3. The prospective contractor shall supply all materials ,labour ,plant and machinery shuttering etc. **(Except Cement and steel Which will be supplied by Club free of cost)**to be used in this work therefore the quoted rates for each item shall be inclusive of all materials and labour **(Except Cement and steel Which will be supplied by Club free of cost)** required for finished items of work inclusive of statutory taxes except Service tax which shall be reimbursed on submission of Receipt from Service tax department for deposit of Service Tax .
4. Following materials (cement & steel) could be supplied by the Employer. Cement and Steel at site shall be supplied at the following rates:

a. Grey Cement	Free of Cost
b. TMT Steel	Free of Cost

How ever the Club reserves the right to supply any materials on the mutually agreed rates.. Club reserves right to delete or add any items mentioned in the tender.

5. All materials shall be made available at site by the contractor at his own cost and risks.
6. Copies of Tender Documents consisting of conditions of contract Tender Forms Specifications and Bill of Quantities of various item of work to be carried out may be had from the office of Club at Central Phoenix Club Ambala Cantt on cash payment of Rs.500/- (+VAT) non refundable.
7. Any clarification pertaining to the Tender Documents of the Club can be had from the office of the Club on the working days.
8. The tender will be submitted in two parts i.e. Part-A & Part-B, Part-A will contain earnest money deposit, terms &, conditions if any, income tax clearance certificate Service Tax No. Certificate & list of similar works executed, certificate of no arbitration proceeding against/ for are in progress.

Part B – will contain the rates. Part B will be opened only if Part A of the tender is found acceptable. Both the parts of the tender should first be put in a separate envelopes & then both the envelopes placed in one envelope & sealed.

9. Tenders received late are liable to be rejected.
10. Earnest money amounting to Rs. 11250/- (Rs. Rupees Eleven thousand two hundred fifty only) in the form of Demand Draft or Pay Order in favour of Central Phoenix Club Ambala Cantt payable at Ambala Cantt., shall be deposited along with the Tender Document Bid. Earnest money shall be returned/ released by the Club to the unsuccessful tenderers without Interest. Tender not accompanied by the requisite earnest money is liable to be rejected. Earnest money is liable to be

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forfeited and contract cancelled, if the contractor to whom the work is awarded by the employer or his authorised agent does not sign the contract Documents within one week of issue of the letter of award. The written acceptance and Award of work by the employer will constitute a signing of agreement between the employer and the contractor so tendering in accordance with the schedule of conditions etc. of tender entered into.

11. The Tender shall remain valid for a period of One months from the date of opening of tenders thereafter till the completion of the contract in case of award of work.
12. The rates of different item are for all heights, depths, curvature, widths and necessary from work unless otherwise specified in Schedule of Quantities
13. Variation clause as referred in the conditions of contract shall be read as follows:
14. The Employer reserves the right to increase or decrease the quantities of work to any Extent of quantities originally mentioned in the Bill of quantities, if informed with in the duration of the contract and nothing extra shall be payable for the increase or decrease In quantities. The completion date for extra work during the contract period shall be stipulated mutually at the time of start of the work.
15. The acceptance of a tender will rest with the Executive Committee of Central Phoenix Club Ambala Cantt, who is not bound to accept the lowest tender and reserves the right to reject or partially accept one or all tenders received without assigning any reason.
16. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be summarily rejected.
17. Canvassing in connection with the tenders submitted by the contractors is prohibited. Tenders of tenderer who resort to canvassing shall liable to be rejected.
18. Tenders containing additional conditions are liable to be summarily rejected.
19. All taxes (Except Service Tax) such as work contract tax, sales tax, excise duty, any other duty or taxes octroi, Royalty etc. in respect of this contract prevailing at the time of tender and / or at the time Of execution of work shall be borne by the contractor and the quoted rates of item shall be inclusive of all above taxes. No claim in this respect shall be entertained by the employer.
20. No escalation of any nature shall be permitted during the execution of the contract.
21. The tenderer should thoroughly acquaint himself with the conditions of the contract and all matters concerning the execution of the work. Every tenderer is expected before quoting his rates to inspect the site of the proposed building.
22. The time shall be considered as the essence of the contract. The entire work must be completed within 3(Three) Months from the date of issue of letter of award.
23. If on checking differences are found between the rates given by the tenderer in word and figures or in amounts worked out by him, the following procedure shall be followed.
 - 23.1 Where there is a difference between the rates in figures and in words, the lower rates will be taken for calculations of contractual obligation.

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- 23.2 Where the amount of an item is not worked out by the contractor or it doesn't correspond with the rate written either in figure or in words, then the rates quoted by the Contractor in words shall be taken as correct.
- 23.3 Where the rate quoted by the contractor in figures and in word tallied but the amount is not worked out correctly, the rates quoted by the contractor shall be taken as corrected & not the amount.
24. The tenders submitted on the behalf of a firm shall be signed by all partners/
Directors of firm / company or by their authorised representative having the necessary authority on behalf of the Firm/ Company to entertain proposed contract otherwise the tender is liable to be rejected.
25. All erasures and alteration made while filling the tender must be attested by dated Initials of the tenderer. Over writing of figures shall not be permitted. Failure to comply with either of the above condition shall render the tender void. No request of any changes in rates or conditions after opening the tender shall be entertained .
26. Income tax on the gross amount billed shall be deducted from the certified bill as Per rates specified in income Tax Act.
27. All compensation in case of injury or death of any labourer, skilled or unskilled worker engaged by the contractor shall be paid by the contractor. The contractor shall be responsible for all implications under laws & Act of the area. Any such payment in this regard may be deducted by the employer from outstanding payable to contractor.
28. The contractor shall be totally responsible for any damage to the building, building material and his material / equipment, caused due to fire, rain, flood, storm or any other natural calamities or riots at the site during construction period and shall keep the plant/ machinery and the building during said period sufficiently insured for any such eventuality.
29. The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970 and contract labour (regulation 7 Abolition) central rule 1971 and such other provisional required from time to time by the authorities concerned, before the commencement of the work and continue to have a valid license until the completion of the work. The contractor shall not employ on any labour below the age 18 years on the work.
30. The tenderer shall indemnify that he abides by all the above conditions, Articles of Agreement the bill of quantities condition of contract as supplied by the Club and specifications referred to in the tender and Schedule of Quantities. Each page of tender documents is required to be signed by the tenderer in token of his/their having acquainted himself/ themselves with the conditions of the contract specifications, Articles of agreement etc. as laid down in the tender . Tender with any of the documents not signed is liable to be rejected.
31. The contractor will bear and deposit P.F. for his permanent & temporary staff and shall submit a copy of P.F. deduction / deposit record with the employer.
32. The tenderer shall be abide by the terms of tender and shall sign each page of tender in token of having acquainted with the terms of contract specification etc. Unsigned Tender is liable to be rejected.

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33. All the drawings will be issued to the successful tenderer only at the time of allotment of work.
34. For purpose of quoting the tender, tenderer may refer/discuss the drawings, details & specification of materials to be used with our Architect & Engineers
35. Schedule of payment will be decided at the time of allotment of work.

Sd/-
CHAIRMAN
Central Phoenix Club
Ambala Cantt
(Employer)

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

The following special conditions shall be read in conjunction with general conditions of contract. If there are any provisions in the above mentioned documents, the provisions in these special conditions shall take precedence.

1.1 The work in general shall be carried out as per 2009 CPWD/IS specifications or its latest revision unless otherwise specified in the nomenclature of the individual item.

1.2 For items not covered by para 2 above .the work shall be done as per sound engineering practice as directed by the Architect/executive committee whose decision in this regard shall be final and binding on the contractor.

2. LAND AND LABOUR CAMPS:

The contractor shall examine the site and satisfy himself regarding the space availing for labour camps, workshops, cement godown, site office and storage of steel and other building materials. Any additional space required by the contractor shall be arranged by him at his own cost. The contractor shall make the necessary arrangements with prior approval of the Architect / society in respect of siting the camps. The contractor will give an undertaking that he will ensure that the labour camps are vacated on completion /termination of the contract. In case they do not vacate the area, the Employer is at liberty to with hold his payment and initiate legal action for eviction of unauthorised occupancy. The legal action will be initiated against the contractor and not the individual labourer.

3. WATER SUPPLY:

Water necessary to execute work at site and for use and drinking purpose of labour shall be arranged by the contractor and security for the same will be deposited by the society and charges will be borne by the Contractor. If the contractor use the Club water 1% of the amount of work done shall be deducted from the Contactor's bill.

4. ELECTICITY:

Power / Electricity required for execution of the work shall be arranged by the contractor and security for the same will be deposited by the society and charges will be borne by the Contractor.

No claim for delay in completion in work on account of irregular supply or cut down on electricity and/or water supply shall be entertained by the employer. Therefore contractor is required to have stand by diesel generator set, diesel concrete mixer and vibrator.

5. PROGRAMME OF WORKS AND PROGRESS REPORTS:

The contractor shall submit within 7 days from the date of acceptance of the tender, detailed schedule showing the programme and mutually decided in which the contractor shall carry out the work with dates and estimated completion times for various parts of the work in the form of BAR CHARTS/ PERT / CPM. Such schedule shall be got approved from the Architect & ratified by the society before starting of work and shall be binding on the contractor. The contractor shall furnish fortnightly report to monitor the progress of construction of work.

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6. **CO-ORDINATION:**

The civil contractor shall be considered as Prime contractor, He shall Co-operate / Co-ordinate with Employer's other Contractor / Vendors, Departmental Construction work, laying of services etc. compare plans, specifications & time schedules and so arrange his work that there will not be any interference. The contractor shall forward to the Executive Committee all correspondence & drawing so exchanged. Failure to check plans & conditions and to compliance with the instruction of executive Committee /Architects will tender the contractor responsible for bearing the cost of any subsequent changes found necessary.

7. **STORES AND MATERIALS:**

Wastage of the cement & steel beyond 2% shall be recovered from contractor at double the prevailing current Market rate of materials. If the materials supplied is not used and not returned, the cost of same shall be recovered / deducted from the bills at the prevailing current Market rate.

11. All materials being used in the construction of building shall be got approved from the Executive Committee / Architect in respect to their quality/ brand /make before start of the respective item irrespective of its being specified in the schedule of item / specifications. Materials shall be got tested from any approved laboratory if needed.

12. Site order book will be kept in the office of the employer's engineer or at site office and all day to day instructions to the contractor will be recorded in this book. The contractor or his representative shall report everyday to see these instruction and sign them at the bottom in taken of having gone through them.

13. All bills shall be submitted monthly or at the stages fixed by the Club, whichever falls earlier.

14. Conditions specified anywhere in the tender shall apply to the entire tender documents.

Sd/-
CHAIRMAN
Central Phoenix Club
Ambala Cantt
(Employer)

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LETTER OF ACCEPTANCE

The Chairman
Central Phoenix club
Ambala Cantt

SUBJECT : Construction of Swimming Pool at Central Phoenix Club Ambala Cantt Sub Head : Civil Part)

Dear Sir,

We hereby offer to execute the works specified in the underwritten memorandum, within the time specified in such memorandum at the rates mentioned in the bill of quantities and in accordance with the specifications, designs, drawings, introductions in writing, referred to in the conditions of contract. Articles of agreement, and with such materials as are approved, by and in all other respects in accordance with such conditions as far as applicable.

MEMORANDUM

- | | | |
|-----------------------------------------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Name of Work | : | Construction of Swimming Pool at Central Phoenix Club Ambala Cantt (Sub Head : Civil Part) |
| 2. Estimated Cost | : | Rs. 5,61,000/- |
| 3. Earnest Money | : | Rs. 11250/- (Rs. Rupees Eleven thousand two hundred fifty only) which will be refunded only after completion certificate/competition of work whichever is later. |
| 4. Percentage to be retained from all running bills | : | 3% of the NET approved bill retained from all running amount excluding earnest money bills deposited. |
| 5. Time allowed for | : | 3(Three) Months |
| 6. Date of commencement | : | 7Days from the date of written of work order to commence this work. |
| 7. Priced Schedule of | : | Rates indicated in the schedule quantities attached with this tender. |
| 8. Liquidated Damage | : | Rs.10,000/- per week as per completion schedule up to a maximum 10% of the value of the contract amount after which the contract stand terminated. |
| 9. Period final Bill | : | With in one month of submission or possession which ever earlier. |
| 10. Value of work interim certificate | : | Rs. 1,50,000/- |

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11. Installment of security : 50% of retention amount to be released after 3 months of occupation of the work as certified by the Club. Balance 50% shall be released after expiry of the defects liability period of 6 months after completion of work at site.
12. Mobilisation Advance : Mobilization Advance will be paid Rs.20,000/- (Rs. Fifty Thousand only) to the maximum.
13. Period of honouring Certificate : 15 days (10 days from the date of verification of bills)
14. Secured Advance : Secured Advance will be payable against all non-perishable items (except sand and bajri) @ 75% after physical verification at site. Materials against which secured advance is given, shall constitute the property of the Society. Protection of the material at site (of contractor / Club) shall be responsibility of the contractor. Bill not less than 75,000/- shall be accepted.
15. Insurance : As desired by the Club and as mentioned in the clause.
16. Defect Liability period : 6 months if not stated from physical completion
17. Quantities : Quantities mentioned in this tender document may vary during execution of work at site. Payment will be made as per actual measurements. For extra quantities same rates will be applicable and no claim will be entertained.

1. I / We hereby distinctly and expressly declare and acknowledge the submission of my / our tender
2. I / WE have carefully read and followed the invitation to tender, general instructions and conditions of tender, the detailed specifications and schedule of quantities and have clearly understood all the conditions of contract.
3. I/We have also seen the location where the said work is to be executed and made such investigations as are required in regard to the materials required to be furnished, so as to enable me / us to complete the work successfully.
4. I/We hereby deposits a demand draft / pay order no.....dated.....for Rs. 18,630/- (Rs. Rupees Eighteen thousand six hundred thirty) favour of Central Phoenix club Ambala Cantt

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5. I / We hereby agree to abide by and fulfill all the terms and conditions annexed hereto. Further I / We bind ourselves to execute the contract and commence the work within the time specified in Memorandum above, failing which I / We agree that my / our earnest money shall stand forfeited.
6. I / We also agree to the retention money being deducted from my / our bills in accordance with the conditions of contract
7. I / We hereby agree that unless and until a formal agreement is prepared and executed in accordance with Articles of agreement, the tender together with letter of acceptance thereof shall constitute a binding contract between us.
8. It is also clearly understood that the Employer reserve the right to reject any tender including the lowest without as signing any reasons whatsoever for such rejection.
9. I understood that conditional tenders or any other condition whether technical/ financial / commercial shall render the tender invalid.
10. I / We agree to keep the offer open for 30 days from the date of opening of tenders.

Yours truly ,
Sd/-
CHAIRMAN
Central Phoenix Club
Ambala Cantt
(Employer)

Signature &
Seal of Tenderer

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GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION:

- 1.1 In considering these conditions, the specifications, the priced schedule of quantities tender and agreement the following words shall have the meaning herein assigned to the extent where the subject or context otherwise requires.
- 1.2 “EMPLOYER” shall mean Central Phoenix Club Ambala Cantt
- 1.3 “ CONTRACTOR ” shall mean M/s_____and his (their) heirs, legal representative, assigns and successors.
- 1.4 “SITE” shall mean the site of the contract works as shown on the site plan attached here to including any other work there on and any other land adjoins there to (inclusively) as aforesaid allotted by the employer or the Architects for the contractors use.
- 1.5 “ This Contract” shall mean the Articles of Agreement, these conditions, the Priced schedule of Quantities, the specification, the Appendix and the Drawing, additional instructions issued till the receipts of the tender and subsequent correspondence if any till the date of acceptance of tender, and the letter of acceptance of contract.
- 1.6 “ Act of Insolvency” shall mean any act insolvency as defined by the Presidency Town Insolvency Act or the provincial Act or any amending statute.
- 1.7 “Notice in writing” or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.8 “Virtual completion” shall mean that the building is in the opinion of Architect fit for occupation and necessary certificate is got from competent authorities is submitted. Words imputing persons include firms and corporations, words imputing the singular only include the plural and vice verse where the context so requires.
- 1.9 “Net prices” if in arriving at the contract, amount the contractor shall have added to or deducted from the total of the item in the tender any sum either a percentage or otherwise, than the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender , as the price of total item as similar percentage or proportionate sum, provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any prime cost items and provisional sums of money shall be deducted from the total amount of the tender . The expression net rate or net prices when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

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2 SCOPE OF CONTRACT

2.1 The contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of the Executive Committee /Architects.

The Architects may in their absolute direction from time to time issue further drawing and or written instructions, details directions and explanations which are hereafter collectively referred to as “ The Architects Instructions” in regard to:-

- 2.2 The variation or modification of the design, quantity or quality of works or the additions or omissions or substitution of any work.
- 2.3 Any discrepancy in the drawing or between the schedule of quantities and / or drawing and or specifications.
- 2.4 The removal from the site of any materials brought thereon by the contractor and the substitution of other materials there of.
- 2.5 The removal and re-execution of any works executed by the contractor.
- 2.6 The dismissal from works of any person employed there upon.
- 2.7 The opening up for inspection of any work covered up.
- 2.8 The amending and making good of any defects under clause (22 &27).

The contractor shall forthwith comply with and duly execute any work comprised in such Architect’s instructions provided always that verbal instructions, directions and explanations given to the contractor or his Foreman upon the works by the Architects shall if involving a variation be confirmed in writing by them with in a further period of seven days by the Architect such shall be deemed to the Architects instructions with in the scope of contract . Rate of item not mentioned in the priced schedule of quantities shall be fixed as per Market Analysis

3 DRAWINGS AND SCHEDULE OF QUANTITIES

Two complete set of the drawings and specifications and schedule of quantities shall be furnished by the Architects to the contractors.

The Architects shall furnish, with in such time as they may consider reasonable, two copies of any additional drawing which in their opinion may be necessary for the execution of any part of the work. Such copies be kept at the site of work and the architects or their representatives shall at all reasonable times have access to the same. The same shall be returned to the Architect / Club by the contractor before the issue of the certificates for the balance of his account under the contract.

This contract, the signed drawing, specification and schedule of quantities shall remain in the custody of the architect / Club. They shall be produced by them at their office as and required by the employer or by the contractor.

4 CONTRATOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawing, priced schedule of quantities and specifications taken together, whether the same may or may not be particularly shown or described therein, provided that the same

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can reasonably be inferred there from. If the contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Architects whose decisions shall be final and binding on the parties.

Figured dimension shall be followed in preference to seen. The contractor shall provide for ground and municipal water and electricity for carrying out of the work. In case of water being brought from any other source.. The employer shall on no account be responsible for the expanse incurred by the contractor for hired ground or water or electricity obtained from any source. All connections for distribution from the electric main to the points shall be to the contractor's account. He shall arrange to install a rented meter and pay for the energy consumed by him. All wiring from the switchboard and meter shall be removed by the contractor on completion of the work. He shall line to the satisfaction of the Architects and employer. All securities for water, electrical etc shall be deposited by the society.

The contractor shall supply, fix and maintain at his cost during the execution of work, all the necessary Shuttering, scaffolding, staging, planking, timbering, strutting, shorting, fencing, dig watching and lighting by night as well as by day required for the protection of the public and the safety of any adjacent roads, streets, cellars, vaults, ovens, pavements, vats ,houses, buildings, and all other elections, matters or things. The contractor shall take down and remove all such Shuttering scaffolding, staging, planking, timbering, strutting, shorting etc. as occasion shall require or when ordered to do so and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the society executives.

5 AUTHORISING NOTICES AND PATENTS :

The contractor shall confirm to the provisional of any acts of the legislature relating to the works, and to the Regulations and Bye-Laws of any Authority, and or any water, lighting and other companies and or authorities with whose systems the structures is proposed to the connected and shall before making any variations from the drawings or specifications that may be necessitated by so conforming, give to the Architects, written notice specifying the variations proposed to be made and reason for making it, and apply for instructions thereon.

In case the contractor shall not within seven days receive such instructions, he shall proceed with the work conforming to the provisions, regulations or Bye-Laws in question and any variation so necessitated shall be with be dealt with under clause No.18.

The contractor shall arrange to give all notices required by the said Acts, Regulations or Bye-Laws to be given to any Authority & to pay to such Authority or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Architects/ Supervisory Committee.

The contractor shall indemnify the employer against all claims in respect of patent rights, and shall defend all actions arising from such claims, unless he has informed the Architect/society before any such information and receive their permission to proceed and shall himself pay all royalties, license fees, damage costs, and charges of all and every sort that may be legally incurred in respect thereof.

6 SETTING OUT WORKS :

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the land and correctness of the position, levels, dimensions alignment of all parts thereof. If any time

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any error shall appear during the progress of any part of the work the contractor shall at his own expense rectify such error, if called upon, to the satisfaction of the Architects/executive Committee.

7 MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION :

All materials and workmanship shall so far so procurable be of the respective kinds described in the priced schedule of quantities and or specifications and in accordance with Architects instructions.

The contractor shall upon the request of the Architects/ Club furnish them with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own costs arrange for and or carry out any tests of materials which the Architects / Club may require.

8 CONTRACTOR IMEDIATALY TO REMOVE ALL OFFENSIVE MATTERS :

All soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain cess pool or other places shall not be deposited on the surface but shall be at once carted away by the contractor to some pit or place provided by him.

9 SUPERVISION AND FOREMAN :

10

The contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Architects may consider necessary until the expiration of the “ Defects Liability Period” stated in Appendix attached hereto. The contractor shall also during the whole time the works are in progress, employ a competent and qualified engineering staff, who shall be constantly in attendance at the building while the men are at work. Any directions, explanations, instructions or notices given by the Architects/ executive Committee to such Engg. staff shall be held to be given to the Contractor.

11 DISMISSAL OF WORKMAN :

The contractor shall on the request of the Architects immediately dismiss from the works any person employed thereon who may in the opinion of the executive Committee/Architects, be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the works without the permission of the executive Committee/Architects.

12 ACCESS :

The executive Committee / Architects, their representative and the employer shall at all reasonable times have free access to the work and / or to the workshop, factories or other places where materials are being prepared or constructed for the contract and also to any places where the materials are lying or from which they are being obtained.

The contractor shall give every facility to the Architects / executive Committee and their representative, necessary for inspection and examination and test of the representatives of society shall be allowed on the works at any time without the written permission of the Architects / executive Committee.

If any work is to be done at a place other the site of the works, the contractor shall obtain the written permission of the Architects/ executive Committee for doing so.

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13 CLERKS OF WORKS :

The term “ CLERK OF WORKS” shall mean the person approved by the executive Committee/ Architect and appointed and paid for by the employer acting under the orders of the absence of executive Committee/Architects to superintend the work in the absence of executive Committee/Architects. The contractor shall afford clerks of works every facility and assistance for examining the works, materials, for checking and measuring time and materials. The contractor shall provide office accommodation to the clerk of work.

Neither the clerk of works nor any representative of the Architects shall have power to revoke, alte, enlarge or relax any requirements of the contract or to sanction any work , additions, alterations deviations or omissions or any extra work, whatever except in so far as such authority may be specially conferred by a written order of the executive Committee /Architects.

The clerk of works or any representative of Architects shall have power to give notice to the contractor or to his foreman of non-approval of any work materials and such works shall be suspended or the uses of such materials shall be discontinued until the decision of the executive Committee /Architects is obtained.

The work will from time to time be examined by the executive Committee /Architects, the clerk of works or the Architects representative, but such examination shall not in any way exonerate the contractor from the obligation shall to remedy any defects which may be found to exit at any stage of the work or after the same is completed . Subject to the limitations of this clause, the contractor shall take instruction only from the executive Committee/Architects.

14 ASSIGNMENT AND SUBLETTING :

The whole of the work included in the contract shall be executed by the contractor and the contractor can also sublet any part of work under his direct control, share or interest and shall not take a new partner without the written consent of the executive Committee / Architects, and no subletting relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

14. VARIATIONS:

The contractor may when authorized, and shall when directed in writing by the Architects add to or vary the words shown upon the drawings from, or vary the works shown upon the drawing or described in specifications or included in the priced schedule of quantities. But the contractor shall make no addition, omission, or variation without such authorisation or direction. A verbal authority or direction of the Architects shall, if confirmed by the contractor in writing within 7 days be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under the provisions of clause 5.0 or by the Authority of the executive Committee/ Architects as herein mentioned. Any such extra is herein referred to as an authorized extra.

Variations i.e. additions, omissions or substitution shall in all cases be determined by the Architects with prior approval in writing of the employer, in accordance of clause 42.0 hereof and shall be added to or deducted from the contract amount accordingly.

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15. SCHEDULE OF QUANTITIES :

The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurement of building and civil engineering works IS: 1200- latest or as mentioned in the specifications, and shall be considered as approximate and no liability shall be attached to the Architects for any error that may be discovered therein.

Any error in description or in quantity or omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under clause 14.0 shall be added to or deducted from the contract amount (as the case may be) provided that there shall be no rectification or errors in the contractor's schedule of rates.

16. MEASUREMENT OF WORKS :

The Architects/society may from time to time intimate to the contractor that they require the work to be measured & the contractor shall forthwith attend or send a qualified agent to assist the executive committee / Architects or the their representative in taking such measurements and calculation & to furnish all particulars or to give all assistance required by either of them.

Should the contractor fail to attend or neglect or omit to send such agency, the measurement taken by executive Committee / Architects or their authorized representative or approved by them shall be taken to be the correct measurement of the work. Such measurements shall be taken in accordance with the method of measurement of building and civil engineering works IS: 1200- latest and as mentioned in the specification.

The contractor or their agents may at the time of measurement take such notes of measurements as they may require. The measurements shall be recorded in duplicate printed measurement books, with alternative colored tear off leaves and all pages machine numbered. Each measurements books, with alternative colored tear off leaves and all pages, after the measurements are recorded unduly checked / measured, the duplicate copy of measurement shall accompany the contractor bills and submitted to the employer as early as possible for " Permanent records."

The contractor shall submit running bills supported by detailed measurement sheets as and when necessary preferably once a month for all works executed by him upto date. The 50% payment of bill shall be released by the Club on receipt of bill and balance within 15 days after checking the bill.

The final measurement and valuation in respect of the contract shall be completed within the " Period of final measurement" stated in the appendix. No claims shall be entertained in respects of work after submission of the final bill of the contractor.

17. STORES SUPPLIED BY THE EMPLOYER:

If the specification of schedule of quantities provided for the use of any special description materials to be supplied from the employer stores to be provided, the employer as shown in the schedule of materials & stores as are from time to time required to be used by him for the purpose of the contract only & the value of the full quantity of materials & stores so supplied at rates specified in the said schedule of materials may be set off all deducted from any sums then due, or otherwise to become due to the contractor under the contract or otherwise or against or from the security deposit. All materials may be set off deducted from any sums then due to or thereafter to become due to the contractor under the contract or from the security deposit or otherwise. All materials so supplied to the contractor shall

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remain the absolute property of the employer and shall not be removed on any account from the site of the work and shall be at all times open to inspection by the executive Committee/ Architects.

The contractor shall also be responsible for safe custody i.e. watch and ward etc. of the materials issued to him and nothing extra on this account shall be paid to him. Any such materials, remaining unused and in perfectly good conditions at the time of completion or termination of the contract shall be returned to the employer at a place directed by him and the contractor shall have no claim for compensations aforesaid not being used by him or for any wastage in case of such materials provided that, the contractor shall in no case be entitled to any compensation or damages on account of any delay in supplying or non supply thereof all or any such materials and stores .

18 UNUSED MATERIALS WHEN TAKEN INTO ACCOUNTS TO BE THE PROPERTY OF THE EMPLOYER :

Wherein any certificate of which the contractor has received payment the executive Committee / Architects have included the value of unused materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the employer and they shall not be removed from the site except for use upon the works without the written authority of the executive Committee /Architects. The contractor shall be liable for any loss or damage to such materials at site.

19. DISMANTLED MATERIALS TO BE EMPLOYERS PROPERTY:

The contractor shall treat all materials obtained during the dismantling of any existing structure, excavation of the site for a work etc. as employers' property. Such materials shall be disposed off to the best advantage of the employer according to the instructions in writing issued by the executive Committee /Architects /employer.

20. RETURN OF SURPLUS MATERIALS:

Notwithstanding anything contained to the contrary in any of the clauses of this contract, where any materials for the execution of the contract is procured under assistance of the employer, by purchases made under permits or licenses issued or arranged by the employer, the contractor shall hold such materials economically and solely for the purpose of the contract and shall not dispose them off without the prior permission of the employer. All surplus or serviceable materials that may be left with him after completion of contract or at its termination for any reason whatsoever, on being paid or credited such price as shall be determined by the executive Committee / Architects in consultation of the employer having due regards to the condition of the materials.

The price allowed to the contractor shall however not exceeds the price at which the materials were acquired. The price allowed to the contractor shall be final. The decision so taken shall be final and conclusive. In the event of a breach of this conditions, the contractor in addition to subjecting himself upon to action for contravention of the terms of the license or permits and or for criminal breach of trust, be liable to the employer for money, advantage, or profits resulting from such breach.

21. NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP :

The contractor shall give not less than fifteen days notice in writing to the executive Committee /Architects before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured.

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Any work is covered is up or placed beyond the reach of the measurement without such notice having been given or executive Committee /Architects consent being taken, the same shall be uncovered at the contractors expenses or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

22. REMOVAL OF IMPROPER WORK:

The executive Committee /Architects shall during the progress of works have power to order in writing from time to time, removal from the works with in such reasonable time as may be specified in the order, any materials which in the opinion of the executive Committee /Architects instruction, the substitution of proper materials and the removal and proper, the re-execution of the contractor shall forthwith carry out such order at his own cost.

In case of default in the part of contractor to carry out such order, the employer shall have the power to employ and pay other persons to carry out the same and shall expenses consequent or incidental thereto as certified by the executive Committee /Architects shall be borne by the contractor or may become due to deducted by the employer from any money due or that may become due to the contractor.

23. FAILURE BY CONTRACTOR TO COMPLY WIYH EXECUTIVE COMMITTEE / ARCHITECTS INSTRUCTIONS:

If the Contractor after receipt of written notice from the executive Committee /Architects requiring compliance, with such further drawings and / or Architects instructions fails within ten days to comply with the same the Employer may with the consent of the executive Committee /Architects, employ and pay other persons to execute any such work whatsoever as maybe necessary to give effect thereto and all cost incurred in connection therewith shall be recoverable from the contractor by the Employer on a certificate of the executive Committee /Architects as a debt or may be deducted by him from any moneys due or to become due to the contractor.

24. DATE OF COMMENCEMENT AND COMPLETION :

The contractor shall be allowed admittance to the site on the "Date of Commencement as stated in the Appendix, and he shall thereupon and forthwith begin the works regularly proceed with and complete the same on or before the "Date of Completion" stated in the Appendix, subject, nevertheless to the provisions for extensions of time hereinafter contained.

In case of failure on the part of the contractor to give proportionate progress on proportionate time then the employer through the executive Committee /Architects may recover by way of liquidated damages the amount calculated at 0.1% of the amount of short progress per day or any smaller amount as the Architects may decide subject to the maximum amount of damages as described in the appendix attached herewith.

This interim liquidated damages shall however be refunded in case the individuals and the entire works are completed on the target dates, as decided by the Architects whose decision shall be final binding.

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25. CLEARENCE OF SITE :

The contractor shall have to remove all malba from the site of work, dirt and dust from floors, wood work, white wash or colour wash, distemper or paint splashes from doors, glass panels etc. before handing over the building to the employer.

The work shall not be treated as complete in all respects unless these requirements are fulfilled by him.

In the event of contractors failure to do so the executive Committee/Architects and the employer shall have the right to get the site cleared dust and dirt removed from floors doors and windows etc. cleared of splashes at the contractors risk and cost without prejudice to the executive Committee/Architects under clause 29.0 of the contract.

26. CERTIFICATE OF VIRTUAL COMPLETION:

The works shall not be considered as completed until the executive Committee have certified in writing that the work have been virtually completed and the defects liability period shall commence from the date of such certificate or the passing of accounts. Virtual completion denotes completion certificate from the competent authority.

27. DEFECTS AFTER COMPLETION :

The defects, shrinking settlements or other faults which may appear within “defects liability period” stated in appendix hereto or if not stated then within Six months after the virtual completion of the works, arising in the opinion of the executive Committee/Architects from materials or workmanship not in accordance with the contracts, shall upon the direction in writing of the executive Committee/Architects and within such reasonable time as shall be specified there in, be amended and made good by the contractor , at his own cost, unless the Architects shall decide that he ought to be paid for such amending and making good, and in case of default the employer may employ and pay other person to amend and make good such defects, shrinkage settlements or other faults, and all damages, loss 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 upon the Architects certificate in writing from any moneys due to or that may become due to the contractor or the employer may in lieu of such amending and making good by the contractor deduct from any money due to the contractor a sum to be determined by the Architects, equivalent to cost of amending such works and in the event of the amount retained under 47.0 being insufficient to recover the balance from the contractor, together with any expenses the employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub contractor employed on the works who has been nominated or approved by the executive Committee/Architects as provided in clause no 24.0 the contractor shall be liable to make good in same manner as if such work of materials had been done or supplied by the contractor and subject to the provision of the clause no.2.0 hereof.

The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the executive Committee/Architects of any certificate for passing the bill.

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28. DAMAGES FOR NON COMPLETION:

If the contractor fails to complete the work by the Date of completion stated in the appendix or within any extended time under clause 29.0 hereof and the architects certify in writing that in their opinion the same ought reasonably have been completed, the contractor shall pay or allow the Employer the sum named in the Appendix as “Liquidates Damages” for the period during which the said works shall so remain incomplete and the employer may deducted such damage from any money due to the contractor.

29. DELAY AND EXTENSION OF TIME:

If in the opinion of the Architects the works be delayed (a) by force major or (b) by reason of any exceptionally inclement weather or (c) by reason proceeding taken or threatened by or disputes with a adjoining or neighboring owners or public authorities or (d) by the works or delays of other contractor or tradesman engaged by the employer or the Architects and not referred to in the schedule of quantities and / or specifications or (e) by reason of Architects instructions as per clause no. 2.0 or (f) by reason of commotion, local combination of workers or strike or lockout affecting any of the building traders or (g) in consequence of the contractor not having received in due time necessary instructions from the Architects for which he shall have specifically applied in writing or (h) from other causes which the executive Committee/ Architects may certify as beyond the control of the contractor or (I) by reason of non payment of interim certificates at specified time, the society shall make a fair reasonable extension of time for completion of the contract works.

In case of strike or lock-out the contractor shall as soon as possible give written notice thereof to the executive Committee/ Architects, but the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of executive Committee/ Architects to proceed with the work. The contractor will not claim any damages for the extension of time for force majeure from the society.

30. ARCHITECTS DELAY IN PROGRESS :

The executive Committee/ Architects may delay progress of the works in case of rains or otherwise, without vitiating the contract, and grant such extension of time for the completion of the contract as they may think proper and sufficient in consequence of such delay, and the contractor shall not make any claim for the compensation or damage in relation thereto.

31. FORCE MAJEURE :

The right of the contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to the unforeseeable causes beyond the control and without the fault or negligence of the contractor including but not limited to acts of God or of the enemy restrains of the sovereign state, fires, floods, earth quake, severe weather.

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32. OTHER PERSONS ENGAGED BY EMPLOYER :

The employer reserves the right to execute any work not included in the contract which he may desire to have it carried out by other persons and the contractor shall allow all reasonable facilities and use of his scaffolding and plant for the execution of such work, but is not required to provide any special plant or materials with the employer.

Such work shall be carried out in such manner as not to impede the progress of the works included in the contract and the contractor shall not be responsible for any damages or delay which may happen to or occasioned by such work.

33. DAMAGE TO PERSONS AND PROPERTY INSURANCE IN RESPECT OF :

The contractor shall be responsible for all injury to persons animals or things and for all damage to the structural, and or decorative part of property which may arise from operations or neglect of himself or of any nominated subcontractor or any of his sub-contractor's employees whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract.

This clause shall be held to include interalia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or cause way as well as all damage caused to the building and the work forming the subject of this contract by frost or rain or other inclemency of weather.

The contractor shall indemnify the employer and hold him harmless in respect of all and any expenses arising from such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage to persons of property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims, mentioned in the clause.

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

The contractor shall indemnify the employer against all claims which may be made against the employer by any member of the public, or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect the maintain, until the virtual completion of the contract with an approved and the contractor against such risks and deposit such policy or policies with the Architects from time to time during currency of this contract or at common law in respect of any employee.

The contractor or any subcontractors shall at his own expense affect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the employer and the contractor against such risk and deposit such time during the currency of this contract. The contractor shall be responsible for any thing which may excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent carrying or defective carrying out of the contract.

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The contractor shall also indemnify the employer in respects of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising there from.

The employer with the consent of the Architects shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damage from any sum or sums become due to the contractor.

34. CONTRACTOR ALL RISK INSURANCE POLICY :

Useless otherwise instructed by the Architects, the contractor shall on signing the contract insure the labour and balance material and paid works insured until the completion of the contract by the Club against loss or damage by fire and or earthquake etc. in an insurance office to be approved by the society, in the name of employer for full amount of the contract and the Architects fees and for any further sum if called upon to do so by the society.

The premium of such any further sum, if called upon to do so by the Architect, sum being allowed to the contractor as an authorised extra.

Such policy shall cover the property of the employer only &the Architects and surveyors fees for assessing the claim and in connection with their services generally in the reinstatement &s hall not cover property of the contractor or of any subcontractors or the employee's.

The contractor shall deposit the policy and receipt for the premium within 21 days of the signing of the contract unless otherwise instructed by the Architects.

In default of the contractor insuring as provided above, the employer or the Architect on his behalf may so insure and may deduct the premium paid from any money due, or which may become due to the contractor.

The contractor and society jointly shall as soon the claim under the policy is settled, get the work reinstated by the insurance office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract.

The contractor, in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion, as the Architects may deem fit.

The contractor will insure the manpower at site and insure materials for which secured advance is given with the suitable policy of full amount.

35. MINIMUM WAGES ACT AND RULES :

The contractor shall comply with all the provisions of minimum wages act 1948 and the minimum wages (central rules 1950 and any modification thereof).

All the provisions of the "Central PWD contractor's Labour Regulations" made by the Government from time to time shall be complied with by the Contractor.

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“The CPWD Safely Code” framed time as well as “Model Rules” for the protection of health and sanitary arrangements for workers employed by CPWD or its contractors shall from part of this contract.

36. EMPLOYER ENTITLED TO RECOVER COMPENSATION PAID TO WORKERS:

If for any reason the employer is obliged by virtue of the provisions of sub sections (1) of section (2) of the workmen’s compensation Act, 1923, to pay compensation to a workman employed by the contractor in execution of the work, the employer will recover from the contractor the amount of compensation so paid and without prejudice to the right of the employer under subsection (2) of section such amount or any part thereof by deducting if from the security deposit or from any sum due by the employer to the contractor under this contract or otherwise the employer shall not be bound to context any claim made against it under the section (1) of section (2) of the said Act , except on the written request of the contractor and upon his giving to the employer might become liable in contesting such claims.

37. MARKET FLUCTUATIONS :

The contractor price shall be based on current market rates for Labour and materials and are not subject to any minor increase in such rates in case of increase in the market rate more than 10% the contractor shall be suitably compensated for this increase.

38. SUFFICIENCY OF SCHEDULE OF QUANTITIES :

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the schedule of quantities and / or the schedule of rates and prices, which rates and prices shall cover all his obligation under the contract, all matters and things necessary for the prior completion of works.

39. CERTIFICATE OF PAYMENTS :

The employer shall pay the Contractor from time to time by installments under Interim certificates to be issued by the executive Committee/ Architects to the contractor on account of the works executed. When in the opinion of the executive Committee/ Architects works to be the approximate value, named in the appendix’ as value of work for interim certificates’ (or less at the reasonable discretion of the executive Committee/Architects) has been executed in accordance with this contract subject, however, to a retention of the percentage of such value named in appendix hereto “ as retention percentage” form interim certificates. The architect have certified in writing that they have been so completed, the contractor shall be paid by the employer in accordance with the certificate to be issued by the executive Committee/ Architects the sum of money named in the appendix as ‘ Installment after virtual completion and the contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the Architect at the expiry of the period referred to as “ Defects Liability period “ in the appendix hereto, from the date of virtual completion or soon after the expiry of such period as the work shall have finally completed and all defects made good according to the true intent has been executed in accordance with the contract, subject and meaning here of which ever shall last happen.

Provided always that the issue by the architects of any certificate during the clause 2.0 and 27.0 (defect after completion).

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In case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate and in case of all defects and insufficiencies in the works or material which on a reasonable examination would have not disclosed.

The Executive Committee / Architects shall have power to with hold any certificate if the work or any part thereof are not being carried out to there satisfaction.

Payments upon the executive Committee / Architects certificates shall be made with in the period named in the appendix "period of honouring certificate" after such certificate has been delivered to the employer.

40. RIGHT OF TECHNICAL SCRUTINY OF FINAL BILL:

The employer shall have a right to cause a technical examination of the works and final bill of the contractor including all supporting vouchers, abstract etc. to be made at the time of payment of final bill or any running bills submitted for payment. If as result of this examination or other wise, any sum is found to have been over paid or unpaid or over certified it shall be lawful for the employer to recover such over payments.

41. PRICES OF EXTRA WORK ASCERTAINMENT OF:

Should it be found after the completion of works from measurements taken in accordance with the clause 16.0 that any of the quantities or amount of works thus ascertained are less or greater than the quantities of amount specified for the works in the prices, schedule of quantities and / or tender or that any variation is made, the variation of such qualities amount of variation unless previously or other wise agreed upon shall be made in accordance with the following rules,

41.1 The net rates of prices in the original tender shall determine the valuation of the extra work, where such extra work is of similar character and executed under similar condition as the work priced thereon.

41.2 The net prices of the original tender shall determine the value of the items omitted provided if omission vary the condition under which any remaining items or carried out the price for the same should be valued under sub clause 41.3 thereof.

41.3 Where the extra works are not of similar character and / or executed under similar conditions as aforesaid items of works are carried out, the payment of such item shall include the actual cost of material, cost for supporting infrastructure and labour as approved by the architects and a further sum equivalent to the 15 % of the total cost of material and supporting infrastructure and labour on account of contractor superintendence, general expenses, overheads and profits or D.S.R. 2007 rates whichever is less. All such rates shall have to be settled before execution of such job.

41.4 Where extra work can not be properly measured or valued, the contractor shall be allowed day work prices as per the net rates stated in the tender or priced schedule of quantities or if not stated in accordance with the local day work rates and wages for the district, provided that in either case voucher specifying the daily time (and if required by the architect the work man names) and materials employed be delivered for verifications of the architects or his representative on or before the end of the week following that in which the work has been executed.

Payment shall include in addition to the actual cost of material and labour as approved by the architects a further sum equivalent to the 25 % of the total cost of materials, labour as compensation

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for the contractors superintendence, general expenses, overheads and profits. The measurements and valuation in respect of the contract shall be completed within the period of “ Final measurements” stated in the appendix or if not stated then within six months of the completion of contract work as defined in clause 26.0 thereof.

42. DELAYED PAYMENT:

No interest will be paid on delayed payment.

43. PROVISIONAL SUMS APPLICATION OF :

All work for which provisional sums of money are provided may be selected or ordered from any manufacturers or firms at the discretion of the architects or the employer and the employer reserves to himself the right of paying direct for any such work.

The contractor shall not be entitled to any profits for provisional item.

44. DAMAGES THROUGH NATURAL CALAMITIES:

No compensation for any damage caused to the works or material by rain floods or other natural calamities shall be paid to the contractor. The contractor shall have to make good all such damages himself and at his own cost.

45. DISPUTES BE FINALLY DETERMINED BY EXECUTIVE COMMITTEE :

The decision, opinion, direction, certificate or valuation with respect to all or any of the matter under clause 2,4,13,31,22,47,49 hereof (which matters herein referred to as expected matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal.

Any other decision, opinion, direction, certificate or valuation of the Architects or any refusal of the Architects to give any of the same shall be subject to the right of Arbitration and review in the same way, or if the employer intrudes with or obstruct the Issue of the contract, or if the official assigned or the liquidator or if the works be stopped the three months under the order , in all respects (including the provision as to opening the reference) as if it were a decision of the Architects under clause No.46.0.

46. SUSPENSION:

If the contractor expect on account of any legal restraint upon the employer preventing the continuance of the work or in case of a certificate for interim payment not paid within the period for honouring the certificate, shall suspend the works or fail to proceed with due diligence in the performance of his part of the contract if he shall more than once make default in respect of clause No 11.0 the employer may be through architect shall have the power to give notice in writing to the contractor requiring that the work be provided with reasonable manner and with reasonable dispatch such notice support to be a notice under this clause.

After such a notice shall have been given, the contractor shall not be at liberty to remove from the site of the work or from any ground contained thereto any plant or form any plant or from any plant or materials belonging to him which shall have been placed thereon for the purpose of the works and the

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employer shall have a lien upon such plant and materials to subsist from the date of such notice being given until the notice shall have been complied with.

If the contractor shall fail for seven days after such notice has been given to proceed with the works as therein prescribed the employer may proceed as provided in clause no.48.0.

47. TERMINATION OF CONTRACT BY THE EMPLOYER :

If the contractor (being an individuals or a firm) commit any 'Any of insolvency' or shall be adjudged as insolvent, or shall make an assignment or composition for the benefit of the greater part encumber an amount of his creditors or shall enter in to a assignment with his creditors or, (being an incorporated company) shall have an order made against it or pass an affective resolution for winding up either voluntarily or compulsorily or subject to the supervision of the court or voluntarily, or of the official assignee or the liquidator, or any such act of winding up shall be unable within seven days after notice to him requiring him to do so , to show to the reasonable satisfaction of the Architects/ society that he is able to carry out & fulfil the contract & if required by the Architects to give security there of or if the contractor, (whether an individual, firm or incorporated company) shall suffer execution to be issued, or if the contractor shall suffer any payment under this contract to be attached by or on behalf of any of creditors of the contractor or if the contractor shall assign or sublet the contract, without the consent in writing of the executive Committee first obtained or if the contractor shall charges or encumber this contract or any payments due to the contractor there under, or if he encumber this contract or if the Architects shall certify in writing to the employer that in their opinion the contractor.

1. Has abandoned this contract.
2. Has failed to remove works within seven days after receiving from the architects written notice that the said materials of work were condemned and rejected by the executive Committee/ Architects under these conditions or.
3. Has failed to proceed with the works with such due diligence and failed to make such due progress as would be enable the work to be completed with the time agreed upon.
4. Has neglected or failed persistently to observe and perform, all or any of the acts, matter or things by the contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same or.

Then and in any of the said cases the employer with the written consent of executive Committee/ Architects may, not withstanding any previous Waiver after giving fifteen days in writing to the contractor determine the contract, but without thereby affecting the powers of the Architects or the obligation and liabilities of the contractor the whole of which shall continue to be in force as fully as if the contract has been executed by or on behalf of the contractors and further the Employer with the consent of the executive Committee/ Architects by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffolding sheds, machinery driver by steam or other power, utensils and materials lying upon premises or the adjoining or lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen carrying on and completing the works by employing any other contractors or other persons or persons to complete the works and the Contractors shall not in any way interrupt or do any act, matter of thing to prevent or

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hinder such other contractor or other person or persons employed for completing and finishing or using materials and plant for the works.

When the work shall be completed, or as soon thereafter as convenient the Architects shall give a notice in writing to the contractor for remove his surplus materials and plant and should the contractor fail to do so within a period of thirty days after receipt thereof by him, the employer may sell the same by public auction and give credit to the contractor for the amount so realized.

The architects shall thereafter, ascertain and certify in writing under their hand (if anything) shall be use or payable to by the employer, for the value of the said materials so taken possession of by the Employer, and the expense or loss which the employer shall have been put to in getting works to be so completed and the amount if any owing to the contractor and the amount which shall be so certified shall thereupon, be paid by the Employer, as the case may be, and the certificate of the executive Committee/Architects shall be final and conclusive between the parties.

48. **TERMINATION FOR CONVENIENCE :**

The employer may at any time terminate this contract for convenience upon 30 days written notice to the contractor, upon issuance of termination notice by the Employer or upon receipt of such notice by the contractor, the contractor shall, unless the notice provides otherwise, immediately discontinue all work and the placing of all order for commodities and shall terminate all exiting Employment contracts, order and sub contractors etc.

49. **DEPOSIT :**

The amount deposited as earnest money by the contractor along with his tender shall be adjusted in security deposit Employer and it shall be returned to the contractor to the contractor currency of the work. In case of defaults in any of the foregoing conditions the deposit amount shall be forfeited to the employer.

50. TESTING OF CEMENT CONCRETE AND MORTAR:

50.1 The contractor shall have to take out six test cubes from every forty cubic meter of concrete used in RCC work at such intervals as required by the Architects /society. The mortar used in brick work may also be subject to laboratory test by taking out samples as & when required by the Architects.

50.2. The arrangement for testing of test cubes and mortar shall have to be made by the contractor at his own cost and nothing extra shall be paid on this account or alternatively the tests may be arranged by the society the expenditure involved in doing so being paid by the contractor on cash or by deduction from his bills.

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52. SETTLEMENT OF DISPUTES AND ARBITRATION:

Except where otherwise provided for in the contracts all questions, disputes or differences relating to the meaning of the specification, design, drawings and instructions herein before mentioned and as the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or this whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimate, instructions, order or this conditions of or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Society or other person / body appointed by the Central phoenix Club willing to act as such arbitrator.

There will be no objection if the arbitrator so appointed by Central phoenix Club and that he has to deal with matters to which the contract relates and that in the course of these duties as such as he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to action for any reason as aforesaid at the time of such transfer, vacation of office or inability to act; The Central phoenix Club shall appoint another person to act as arbitrator in this contract that no person other than a person appointed by the Central phoenix Club as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not being referred to arbitration at all.

Subject as aforesaid the provisional of the arbitration Act 1994 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect of each such dispute.

The society reserves the risk the right to rectify or complete the work at the point of dispute at the risk & the cost of contractor. The contractor shall deposit 10 % of the disputed amount with the society before proceeding the arbitration proceedings.

The arbitrator (s) may from time to time with the consent of the parties enlarge the time and for making and publishing the award.

The work under the contract shall, if reasonably possible continue during the arbitration proceeding and payment due or payable to the contractor shall be with held on account of such proceedings.

The arbitration shall be deemed to have entered into reference on the date he issues notice both the parties fixing the date of hearing. The arbitration shall give a separate award in respect of each dispute or differences referred to him.

The venue of arbitration shall be such place as may be fixed by the society at its discretion.

The award of the arbitration shall be final, conclusive and binding on the parties to this contract.

The cost of arbitration shall be borne by the parties to the dispute as may be decided by the arbitrator.

Chandigarh court shall have the alone exclusive jurisdiction.

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53. The above conditions shall read in conjunction with special conditions, appended herewith and conditions mentioned in the Notice Inviting Tender.

Chairman
(Employer)

CONTRACTOR

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APPENDIX TO CONDITIONS OF CONTRACT

1. Name of Work	:	Construction of Swimming Pool at Central Phoenix Club Ambala Cantt (Sub Head : Civil Part)
2. Estimated Cost	:	Rs.5,61,000/-
3. Earnest Money	:	Rs. 11250/- (Rs. Rupees Eleven thousand two hundred fifty only) which will be refunded only after completion certificate/competition of work whichever is later.
4. Percentage to be retained from all running bills	:	3% of the NET approved bill retained from all running amount excluding earnest money bills deposited.
5. Time allowed for	:	3(Three) Months
6. Date of commencement	:	7Days from the date of written of work order to commence this work.
7. Priced Schedule of	:	Rates indicated in the schedule quantities attached with this tender.
8. Liquidated Damage	:	Rs.10,000/- per week as per completion schedule up to a maximum 10% of the value of the contract amount after which the contract stand terminated.
9. Period final Bill	:	With in one month of submission or possession which ever earlier.
10. Value of work interim certificate only	:	Rs. 1,50,000/-
11. Installment of security	:	50% of retention amount to be released after 3 months of occupation of the work as certified by the Club. Balance 50% shall be released after expiry of the defects liability period of 6 months after completion of work at site.
12. Mobilisation Advance	:	Mobilization Advance will be paid Rs.20,000/- (Rs. Fifty Thousand only) to the maximum.
13. Period of honouring Certificate	:	15 days (10 days from the date of verification of bills)
14. Secured Advance	:	Secured Advance will be payable against all non-perishable items (except sand and bajri) @ 75% after physical verification at site. Materials against which secured advance is given, shall constitute the property of the Society. Protection of the material at site (of

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contractor / Club) shall be responsibility of the contractor. Bill not less than 75,000/- shall be accepted.

15. Insurance : As desired by the Club and as mentioned in the clause.
16. Defect Liability period : 6 months if not stated from physical completion
17. Quantities : Quantities mentioned in this tender document may vary during execution of work at site. Payment will be made as per actual measurements. For extra quantities same rates will be applicable and no claim will be entertained.

EMPLOYER

WITNESS

CONTRACTOR

CENTEAL PHOENIX CLUB
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ARTICLES OF AGREEMENT

ARTICLES of agreement made at Ambala Cantt. this ----- the ----- between Central Phoenix Club Ambala Cantt.(Here in after referred to as the employer which expression shall include his heirs, executors, administrators and assigned) of the one part and

(hereinafter referred to as contractor , which expression shall include his heirs executors ,administrators and assigned) of the other part.

Whereas the Employer is desirous of Construction of Swimming Pool at Central Phoenix Club Ambala Cantt (Sub Head : Civil Part) and has caused drawing and specifications describing the work to be done and whereas the said drawings numbered inclusive and the specifications and the priced schedule of quantities have been signed by or on behalf of the parties & subject to the conditions set forth (hereinafter referred to as the work shown upon”). The said drawings and described in the “SAID SPECIFICATIONS” and the said priced schedule of quantities at the respective rates mentioned in the priced schedule of quantities and only with the employer for the due performance of this agreement.

NOW IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the contractor as hereinafter provided, he shall upon subjects to the said conditions execute provided, he shall upon subject to the said drawings and such further detailed drawings or instructions (written or verbal) as may be furnished to him by the said Architects and described in the said specifications and the priced schedule of quantities to the entire satisfaction of the Architect.
2. The employer shall pay the contractor such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. The term “the Architect” in the said conditions shall mean architect/engineers of society or in the event of their ceasing to be the Architect for all purpose of this contract, such other person as shall be nominated for that purpose by the employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the employer. Provided always that no persons subsequently appointed to be Architects under this contract shall be entitled to disregard or over-rule the writing by the Architects for the time being.
4. The plans, Agreements and documents above mentioned shall form the basis of this contract and the decision of the society through said Architects in reference to all matters of dispute as to material, workmanship or account and to the other intended interpretation of the clauses of this agreement or any other documents attached hereto, shall be final and binding on both parties and may be made a Rule of Court.
5. The said contract comprises the works above mentioned and all subsidiary works connected therewith the same site as may be ordered to be done from time to time by the said Architects or other, the Architects for the time being even through works, may not be priced schedule of quantities.
6. The employer through the Architects reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the

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same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract.

7. It is also a term of the contract that if Contractor(s) do/ does not make any demand from arbitration in the claim (s) with in 30 days of receiving intimation from society/ architects that the bill after due verification is passed for payment of a lesser amount, or he has accepted the payments given by society, whichever is earlier or otherwise, the contractor's right under the agreement to refer to arbitration shall be deemed to have been forfeited and society / architect shall be relieved and discharged of their liability under this agreement in respect of such claims. Further, it is agreed that for the purpose if this clause such notice is deemed to have been received by the contractor (s), whichever is earlier. Further, a letter signed by the officials of society / architect that the letter so posted to the contractor (s) shall be conclusive.
8. The fees if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half by each of the parties. The cost of the reference and of the award including the fees, if any, of arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid any may fix of settled the amount of to be so paid.
9. Incase contractor dies; without prejudice of any rights or remedies under this contract, the employer shall have the option of terminating the contract without compensation to the contractor.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in and only the courts in AMBALA shall have jurisdiction to determine the same.
11. The several parts of this contract have been read by us and fully understood by us.
12. The said condition shall be read and construed as forming parts of this agreement, and the parties hereto will respectively abide by the submit themselves to the conditions and stipulations and perform agreement on their parts respectively in such conditions contained.

AS WITNESS our hands this _____ day of _____ 2011 signed by the said.

CONTRACTOR(S)

EMPLOYER
IN THE PRESENCE OF

Signed by the said _____
Signed by the said _____

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PARTICULAR SPECIFICATION FOR BUILDING INCLUDING INTERNAL SERVICE – PART-1

1. GENERAL

- 1.1 The work under contract shall be carried out in accordance with schedule “A”. Particular specifications, drawing forming part of this contract & general specifications & other provisions in C.P.W.D. specifications 2009. The drawing & particular specifications are complementary as well as supplementary each other. In case there is no specifications for item shown on drawings or where items are exhaustively described, the IS specifications & general specifications of item shall be followed.
- 1.2 Any work or material shown on drawing & not specifically included in particular specification given here- in –after or vice versa, shall be executed & the cost of same shall be deemed to be indicated in quoted rate of the contractor under schedule A part-1.

2. SCOPE OF WORK:

- 2.1 All work mentioned in schedule “A” & general summary to the extent shown in drawings & or described here – in –after in particular specification is included in the scope of this contract.
- 2.2 The quoted unit in schedule A part-1, include the following:
- 2.3 Building work as shown on drawings &/or /as described here – in –after in particular specifications all works mentioned in schedule of quantities
- 2.4 Although all the details of construction have been by & large covered in these documents, any item or details of construction not specifically covered but obviously implied & essential to consider civil works & all services internal services complete & functional, shall be deemed to have been covered in the quoted rate under part – 1 of schedule –A the tenderer may however, consider a minimum level of specifications conforming to IS code or National building code to cover these missing details, with the consent of the society.

3. SAMPLE OF MATERIALS :

The contractor shall produce sample of all materials & shall obtain approval of these in writing from architect & approved by the society before he these bulk order for the materials for incorporation in the works. Materials to be incorporated in the work shall conform to latest relevant ISI specifications & Club reserve their right to get it tested at contractor cost from any lab.

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Schedule of Quantities

**Name of work: Construction of swimming pool at Central Phoenix Club Ambala Cantt
(Sub Head : Civil Part)**

<u>Sr. No.</u>	<u>Description of item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
<u>Sub Head: EARTH WORK</u>					
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.				
1(a)	All kinds of soil	250.00	cum	One Cum	
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	75.00	cum	One Cum	
2(a)	Extra for every additional lift of 1.5 m or part thereof in.				
2(a).1	All kinds of soil.	50.00	cum	One Cum	
3	Disposal excavated soil by mechanical transport including loading and unloading within a lead of 5.00 Km	175.00	cum	One Cum	
<u>Sub Head: CONCRETE WORK</u>					
1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
1(a)	1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size)	39.00	cum	One Cum	
2	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets etc. up to floor five level, excluding the cost of centering, shuttering and finishing :				
2(a)	1:2:4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	4.00	cum	One Cum	

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3	Centering and shuttering including strutting, propping etc. and removal of form work for :			
3(a)	Foundations, footings, bases for columns.	20.00	sqm	One Sqm
3(b)	Retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets etc.	5.00	sqm	One Sqm

Sub Head: REINFORCED CEMENT CONCRETE

1	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :			
1(a)	1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	21.00	cum	One Cum
2	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. up to floor five level excluding cost of centering, shuttering, finishing and reinforcement :			
2(a)	1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	34.00	cum	One Cum
3	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases up to floor five level excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size).	1.00	cum	One Cum
4	Centering and shuttering including strutting, propping etc. and removal of form for :			
4(a)	Foundations, footings, bases of columns, etc. for mass concrete.	10.00	sqm	One Sqm
4(b)	Walls (any thickness) including attached pilasters, butteresses, plinth and string courses etc.	140.00	sqm	One Sqm

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4©	Stairs, (excluding landings) except spiral-staircases.	6.00	sqm	One Sqm
5	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete.			
5(a)	Thermo-Mechanically Treated bars.	6000.00	kilogram	One Kg
4.12	Extra for providing and mixing water proofing material in cement concrete work @ 1 kg per 50kg of cement.	300.00	per bag	Each

Sub Head: BRICK WORK

1	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in:			
1(a)	Cement mortar 1:4 (1 cement : 4 coarse sand)	3.00	cum	One Cum
2	Half brick masonry with F.P.S. brick of class designation 75 in foundations and plinth in.			
2(a)	cement mortar 1:4 (1 cement : 4 coarse sand)	12.00	sqm	One Sqm

SubHead: FLOORING

1.00	Chequerred precast cement concrete tiles 22 mm thick in footpath & courtyard jointed with neat cement slurry mixed with pigment to match the shade of tiles including rubbing and cleaning etc. complete on 20 mm thick bed of cement mortar 1:4 (1 cement: 4 coarse sand).			
1(a)	Dark shade using ordinary cement.	115.00	sqm	One Sqm
2	Providing and laying unpolished vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption's less than 0.08% and conforming to IS : 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand) including grouting the joints with white cement and matching pigments etc., complete.			
2(a)	Size of Tile 30x30 cm	130.00	sqm	One Sqm

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|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|------------|
| 3 | Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS : 15622 (thickness to be specified by the manufacture) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge in skirting, risers of steps and dados over 12 mm thick bed of cement Mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade complete. | 60.00 | sqm | One
Sqm |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|------------|

Chairman

Central Phoenix Club

Ambala Cantt