

FORM OF TENDER.

To,  
The Deputy General Manager,  
The Oriental Insurance Co. Ltd,  
Regional Office, 4, Lyons Range,  
Kolkata-700 001.

Ref: Repair & Renovation work of 3 nos. Flats at "ANUPAMA CO-OPERATIVE HOUSING SOCIETY LTD." AT BIDHANNAGAR, DURGAPUR-713 212.

Dear Sir

I/We refer to the tender notice issued by your consultant M/s Architects/Consultants, The Designers-N-Planners, EB-98, 1777, Rajdanga Main Road, Kolkata-700 107 on your behalf for the repair and renovation work in connection with the above.

2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the conditions of contract, specifications, bill of quantities for the sum of Rs. \_\_\_\_\_ arrived at the respective rates quoted in the bill of quantities.
3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above, I/We do hereby agree, should this tender be accepted in whole or in part.
  - a). I/We will abide by and fulfill all the terms and provisions of the said conditions annexed hereto;
  - b). I/We will complete the works within 02 (Two) calendar months as stipulated by working in two or three shifts or at night if considered necessary and if directed by the Architects/Consultant/Owner/Employer at no extra cost to the Owner/Employer.
4. I/We have deposited the earnest money of Rs. \_\_\_\_\_ (Rupees, \_\_\_\_\_) only in the form of demand draft which, I/We note, will not bear any interest and is liable to forfeiture solely at Bank's discretion:
  - i). If the offer is withdrawn within the validity period of acceptance.
  - ii). If the contract is not executed within 14 days from award of contract.
  - iii). If the work is not commenced within 14 days after issue of work order or the day on which I/We will be instructed to take possession of the site, whichever is later.

12 Stamp and Signature of the Bidder

iv) If the initial security is not deposited within 15 days of issue of work order.

5. The acceptance of this tender shall constitute a binding contract on me/us and any failure as mentioned in Cl.4, above shall constitute a breach of contract by me/us, and the tender accepting authority shall be entitled to have the work executed at our risk and cost and to claim extra cost/expenditure incurred by them, from me/us.

6. I/We understand that you are not bound to accept the lowest or any tender you receive.

7. Our Bankers are :

i) -----

ii) -----

The names of partners/Directors of our firm are

i) -----

ii) -----

(Name of the partner/Directors of the firm Authorised to sign).

Name of person having power of attorney to sign the contract. (Certified true copy of the power of attorney should be attached).

Signature and addresses of Witnesses.

1.

2.

Your's faithfully,

Place:

Date:

Authorised Signatory of Tenderer.

ARTICLE OF AGREEMENT

ARTICLE OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Sixteen between The Oriental Insurance Co. Ltd. having its head office at Oriental House, Post Box No. 7137, A-15/27, Asaf Ali Road, New Delhi, represented by The **Deputy General Manager, The Oriental Insurance Co. Ltd, Regional Office, 4, Lyons Range, Kolkata-700 001.**; (hereafter referred to as the OWNER which expression shall include its successor or assigns of the ONE PART

AND

M/s \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter called the "CONTRACTOR" which expression should include in successor/s and assignee/s of the OTHER PART.

WHEREAS the Employer is desirous of executing the **Repair & Renovation work of 3 nos. Flats at "ANUPAMA CO-OPERATIVE HOUSING SOCIETY LTD." AT BIDHANNAGAR, DURGAPUR-713 212.** (hereinafter called the WORKS).

AND WHEREAS the Owner/Employer in order to effectively carry out the said works, has engaged M/s Architects/Consultants, The Designers-N-Planners, EB-98, 1777, Rajdanga Main Road, Kolkata-700 107. (hereinafter referred to as the ARCHITECTS / CONSULTANTS to prepare drawings, specifications, describing the works to be executed, to call for the tenders from contractors for the job, to open tenders received at the office of the Owner / Employer, to scrutinize and recommend to the Employer the name or names of the contractor or contractors from whom the tenders were received and to issue work order after having the approval and acceptance thereof from the Employer.

AND WHEREAS the Owner/Employer has caused drawings and specifications, priced schedule of quantities of the said works as per General Conditions of Contract, Special Conditions, Additional Conditions, Instruction to the Tenderer etc. all which have been prepared with the assistance of the said Architects / Consultants subject to which the offer of the contractor has been accepted.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth therein a Schedule of items and quantities, General Conditions of Contract, Special Conditions of Contract including all other conditions as mentioned in the tender document, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as "the said conditions") the work shown upon the said drawings and/or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ ) only as therein arrived at or such other sum as shall become payable thereunder (Hereinafter referred to as "the said Contract amount" or such other amount as shall become payable hereunder at the times and in the manner specified in the said conditions.

14 Stamp and Signature of the Bidder

AND WHEREAS the tender of the Contractor for execution of the said work has been approved by the Owner/Employer.

AND WHEREAS the contractor has deposited with the owner Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only as Initial Security Deposit for the performance of the Agreement.

AND WHEREAS the said Architect/Consultant has issued the work order thereafter to the Contractor

AND WHEREAS the said DRAWINGS numbered as mentioned in the tender document and to be issued from time to time, the Specifications and the Schedule of items and quantities have been signed by and on behalf of the parties hereto.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the said contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said conditions execute and complete the work shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor through the Architect/Consultant as described in the said specifications and the schedule of items and quantities.
2. The Consultant in the said conditions shall mean the said M/s **Architects/Consultants, The Designers-N-Planners, EB-98, 1777, Rajdanga Main Road, Kolkata-700 107** or, in the event of their ceasing to be the Consultant for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for the purpose by the Employer. Provided always that no person subsequently appointed to be the Consultant under this contract shall be entitled to disregard or over rule any previous decision or approval or direction given or expressed in writing by the Consultant for the time being.
3. The said conditions and Appendices thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions contained.
4. The plans, agreements and documents mentioned herein shall form the basis of this contract.
5. This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of **Repair & Renovation work of 3 nos. Flats at "ANUPAMA CO-OPERATIVE HOUSING SOCIETY LTD." AT BIDHANNAGAR, DURGAPUR-713 212.** as per the scope described and to be paid for according to actual measured quantities at the rates contained in the Schedule of rates and probable quantities or as provided in the said conditions.
6. The said contract comprises the building and the relevant development work as mentioned in the said document and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by said employer through the Architect/Consultants or other Architects/Consultants as the case may be even though the said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.

7. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day of handing over of the site or within fourteenth days from the date of issue of formal work order whichever is later as provided for in the said conditions and to complete the entire work within 2 (two) calendar months subject nevertheless to the provisions of extension of time.
9. All payments by the Employer under this contract will be made Kolkata.
10. Any dispute arising under this agreement between the parties hereto shall be deemed to have arisen at Kolkata and shall be referred for adjudication to a sole arbitrator in the manner and in terms of the provisions as laid down in the General Conditions of Contract and Courts in Kolkata shall have jurisdiction to determine the same.
11. That the several parts of this contract have been read by the contractor and fully understood by the contractor.
12. In witness whereof the Employer and the contractor have set their respective hands to these presents through their duly authorised official and the said two duplicates hereof to be executed on its behalf of the day and year first herein above written.

Signed by the Owner/Employer \_\_\_\_\_ Signed by the Contractor \_\_\_\_\_

In the presence : In the presence:  
 (1) Signature \_\_\_\_\_ (1) Signature \_\_\_\_\_

Name and Address \_\_\_\_\_ Name & Address \_\_\_\_\_

(2) Signature \_\_\_\_\_ (2) Signature \_\_\_\_\_  
 Name and Address \_\_\_\_\_ Name & Address \_\_\_\_\_

## GENERAL CONDITIONS OF CONTRACT

CLAUSE No.	DESCRIPTION	Page No.
1.	Interpretation	19
2.	Scope	20
3.	Tenderer shall Visit the Site	21
4.	Tenders	21
5.	Agreement	22
6.	Permits and Licenses	23
7.	Government and Local Rules	23
8.	Taxes and Duties	23
9.	Quantity of Work to be Executed	23
10.	Other Persons Engaged by the Employer	24
11.	Earnest Money and Security Deposit	24
12.	Contractor to Provide Everything Necessary	25
13.	Time of Completion, Extension of Time & Progress Chart	26
14.	Liquidated Damages	27
15.	Action when whole of security deposit is forfeited	28
16.	Tools, Storage of Materials, Protective Works and Site Office Requirements	29
17.	Notice and Patents of Appropriate Authority and Owners	30
18.	Clearing Site and Setting out Works	31
19.	Datum	31
20.	Benchmarks	31
21.	Contractor Immediately to Remove All Offensive Matters	31
22.	Access	32
23.	Materials, Workmanship, Samples, Testing of Materials	32

17 Stamp and Signature of the Bidder

24.	Removal of Improper Work	33
25.	Site Engineer	33
26.	Contractor's Employees	33
27.	Dismissal of Workmen	35
28.	Assignment	35
29.	Damage to Persons and Property Insurance Etc	35
30.	Insurance	36
31.	Accounts Receipts & Vouchers	36
32.	Measurement of work	36
33.	Method of Measurement	37
34.	Action Where No Specification	37
35.	Contractor Not To Deposit Materials	37
36.	Payments	38
37.	Final Payment	39
38.	Variation/Deviation	39
39.	Valuation of Variations	39
40.	Substitution	40
41.	Preparation of Building Works for Occupation and Use on Completion	40
42.	Clearing Site on Completion	40
43.	Defects after Completion	41
44.	Concealed Work	41
45.	Escalation	41
46.	Idle Labour	41
47.	Suspension	41
48.	Termination of Contract by Employer	42

Stamp and Signature of the Bidder

49.	Arbitration	43
50.	Excepted Matters	44
51.	Security Arrangements	45
52.	Working Hours	45

Stamp and Signature of the Bidder



## GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the Drawings, the work shall be carried out as per standard specifications and under the direction of the Employer/Consultant.

### **Interpretation:**

In construing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- i) **Employer** : The term Employer shall denote **The Deputy General Manager , The Oriental Insurance Co. Ltd, Regional Office, 4, Lyons Range, Kolkata-700 001.** and any of its employees/representative authorised on their behalf.
- ii) **Architects/Consultants**: The term Consultant shall mean "M/s Architects/Consultants, The Designers-N-Planners, EB-98, 1777, Rajdaᅅga Main Road, Kolkata-700 107." or in the event of their ceasing to be the Consultant for the purpose of this contract such other person/s as the Employer shall nominate for the purpose.
- iii) **Contractor**: The term contractor shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative(s) of such individual or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- iv) **Site**: The site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the contractor's use.
- v) **Engineer/Project Manager**: The Site Engineer/Project Manager shall be appointed by the Company. The Company may also determine the number of Site Engineers and the reporting staff at site office to assist them and also whether the Site Engineer shall be temporary or permanent. As far as possible, the Site Engineer should assume charge of his duties before the contractor reports on site of work. Where more than one Site Engineer is appointed, one of them shall be designated as Senior Site Engineer by the Company and the other Site Engineer shall be reporting to the Senior Site Engineer. Wherever PMC is engaged, Site Engineer, if any, will work in close co-ordination with PMC.
- vi) **Drawings**: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer/Consultant during the execution of the work.

All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Employer/Architects shall be given access to such drawings or schedule of quantities whenever necessary.

Stamp and Signature of the Bidder

In case any detailed Drawings are necessary contractor shall prepare such detailed drawings and / or dimensional sketches therefor and have it confirmed by the Employer / Architects / as case may be prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

- vi) "The Works" shall mean the work or works to be executed or done under this contract.
- vii) "Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.
- ix) "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.
- x) "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

#### 2. Scope:

The work consists of works relating to Repair & Renovation Work of **work of 3 nos. Flats** at **"ANUPAMA CO-OPERATIVE HOUSING SOCIETY LTD."** AT BIDHANNAGAR, DURGAPUR-713 212. and all subsidiary works connected therewith within the same site in accordance with the "drawings" and "Schedule of Quantities". It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings/detail specifications furnished by the Employer/Architects. Should any detail essential for efficient completion of the work be omitted from the drawings/specifications it shall be the responsibility of the contractor to inform the Employer/Architects and to furnish and install such detail with Employer's/Architect's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer/Consultant may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "The Employer's/Architect's instructions" in regard to:

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or Re-execution of any work executed by the contractor/s.

Stamp and Signature of the Bidder

- e) The dismissal from the work of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability period).  
The contractor shall forthwith comply with and duly execute any work comprised in such Employer's / Architect's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer / Architects shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer or his agent/Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in Clause "variation".

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

#### **Tenderer shall Visit the Site.**

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the drawings/specifications. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer /Consultant might be deemed to have reasonably been assumed to be so existing before commencement of work.

#### **Tenders**

The entire set of tender paper issued in duplicate to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initial/signature shall indicate the acceptance of the tender papers by the tenderer.

The schedule of quantities shall be filled in as follows:

- i) The "Rate" column to be legibly filled in ink in both English figures and English words.
- ii) Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule of Quantities".

Stamp and Signature of the Bidder

- iii) All corrections are to be initialed.
- iv) The "Rate Column" for alternative items shall be filled up.
- v) The "Amount" column for alternative items of which the quantities are not mentioned shall not be filled up.
- vi) In case of any errors/omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer / Consultant detailed analysis of any or all the rates shall be submitted. The Employer / Consultant shall not be bound to recognise the contractor's analysis.

The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Employer/Consultant.

The employer has power to add to, omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorisation from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of two months from the date of opening of the tender.

## 5. Agreement

The successful contractor shall be required to sign agreement as per the draft agreement within the time as stipulated herein before the date of issue of the formal work order and shall pay for all stamps and legal expenses, incidental thereto.

Stamp and Signature of the Bidder

## 6. **Permits and Licenses**

The contractor shall pay all royalties and license fee. He shall also defend all suits and claims for infringement of any patent rights and shall save the Employer harmless from loss on account thereof.

Permits and licenses for release of materials which are under Government control will be arranged by the contractor. The employer will render necessary assistance, sign any forms or applications that may be necessary.

The Employer/Architect/Consultant shall be indemnified against all Government or legal actions for theft or misuse of any Government controlled materials in the custody of the contractor.

## 7. **Government and Local Rules**

The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc., of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye- laws etc., and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc., and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

## 8. **Taxes and Duties**

The tenderers must include in their tender prices quoted for all duties royalties, cess and sale tax or any other taxes or local charged if applicable. No extra claim on this account will in any case be entertained.

## 9. **Quantity of Work to be Executed**

The quantities shown in the schedule of quantities are intended to cover the entire work indicated in the schedule of works but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefor. If at any time after the commencement of the work, the Employer / Consultant shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the consultant/employer shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on amount of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification and instructions which shall involve any curtailment of the work as originally contemplated.

The schedule of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities.



The rate quoted shall remain valid for variation of quantity against individual item to any extent.

The quantities shown in the schedule of items are approximate and may vary to any extent. No compensation, whatsoever, shall be entertained for increase or decrease of any/all quantities shown against the item of works in the schedule of quantity.

No order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause, but is the result of actual quantities varying from those stated in the schedule of quantities.

Any error in the description or in quantity or omission of any item from the schedule of quantities shall not vitiate the contract but shall be adjusted by adding to or deducting from the contract sum provided that no rectification errors, if any shall be allowed in the contractors schedule of rates.

#### 10. **Other Persons Engaged by the Employer**

The employer reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other Agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The general civil contractor shall extend all co-operation in this regard.

#### 11. **Earnest Money and Retention of Money**

The tenderer will have to deposit an amount of Rs. 16,500.00 (Rupees Sixteen thousand five hundred) only in the form of Bank Draft / Pay Order / Banker's Cheque drawn in favour of "The Oriental Insurance Co. Ltd." at the time of submission of tender as an Earnest Money. The employer is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

##### a) **Retention of Money**

The retention money (i.e. deduction from interim & final bill shall be 10% of the gross value of each bill. The retention money and earnest money shall form the total security deposit during execution of work. The retention amount will be refunded to the contractor after the end of Defect Liability Period provided he has satisfactorily carried out all the works and attended to all defects in accordance with the condition of contract. No interest is allowed on retention money and earnest money. Earnest money shall be refunded after the submission and acceptance of final bill.

b) Earnest money of the successful tender is liable to be forfeited in the event of refusal or delay on his part in signing the agreement or starting the work as mentioned in the tender and employer will be at liberty to award it to another contractor.

Stamp and Signature of the Bidder

- c) The competent authority on behalf of the Dy. General Manager, The Oriental Insurance Co. Ltd. R.O., 4, Lyons Range, Kolkata-700 001 reserves to himself the right of accepting the whole or part of the tender and the tender shall be bound to perform the same at the rate quoted.
- d) Canvassing whether directly or indirectly in connection with the tender is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing in any form would be liable to rejection.
- e) The tendering firms, in case the tender is a partnership firm, shall submit the tender signed by the partners. In the event of absence of any partner, it must be signed on his behalf by a person holding power of attorney which shall be attached along with the tender and it must also disclose that the contractor is duly registered under the Indian Partnership Act. Or not.
- f) The notice inviting tender shall form part of the contract documents. The successful tender/contractor, on acceptance of his tender by the Accepting Authority, shall within 10 days from the stipulated date of start of work sign the contract consisting of
  - i) The notice inviting tender, all the documents including additional conditions, invitation of tender and acceptance thereof together with any correspondence leading there to
  - ii) Offer in standard tender form.
- g) The tender shall unconditionally accept terms & conditions of the company. Conditional offer shall be summarily rejected.

The Oriental Insurance Company Limited  
Regional Office, 4, Lyons Range,  
Kolkata-700 001.

## 12. Contractor to Provide Everything Necessary

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer/Architect/Consultant whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

Stamp and Signature of the Bidder

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Employer/Consultant.

The contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract, and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings/specifications unless the Employer shall otherwise direct.

The contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the employer as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

### 13. **Time of Completion, Extension of Time & Progress Chart**

13.1. Time of Completion: The entire work is to be completed in all respects within the stipulated period of 02 (Two) calendar months. The work shall be deemed to be commenced within Fourteen days from the date of acceptance letter or date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as complete until the Employer/Consultant have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

13.2 Extension of Time: If in the opinion of the Employer / Architect / Consultant the works be delayed

(a) reason of any exceptionally inclement weather.  
or

Stamp and Signature of the Bidder



- (b) by reason of instructions from the Employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners  
or
- (c) by the works, or delay, of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification  
or
- (d) by reason of authorised extra and additions  
or
- (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building trades  
or
- (f) from other causes which the Employer may consider being beyond the control of the contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefor. In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lock-outs, as are referred to above, the contractor shall, immediately give the Employer, written notice thereof. Nevertheless, the contractor shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Employer to proceed with the works and on his doing so that it will be ground of consideration by the Employer for an extension of time as above provided. The decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the Employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 15 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

- 13.3. **Progress of Work:** During the period of construction the contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the contractor immediately before commencement of work and agreed to by the Employer/Architects. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

#### 14. **Liquidated Damages**

Should the work be not completed to the satisfaction of the Employer / Architect / Consultant within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as

Stamp and Signature of the Bidder

penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

For contracts having time for completion 6 months and less	1.00% of the estimated amount shown in the tender per week subject to a ceiling of 10.0% of the accepted contracted sum
--	---

**15. Action when whole of security deposit is forfeited.**

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

- a) To rescind the contract (of which rescission notice in writing to the contractor under hand of the Employer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Employer.
- b) To employ labour by the Employer and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and price of material (of the amount of which cost and price of a certificate of the consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract and the certificate of the Employer as to the value of the work done, shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Consultant shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Employer/ Consultant the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements, or make any advances on account of, or with a view to the execution of the work or the performance of the contract.

And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract unless and until the Employer/Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Stamp and Signature of the Bidder

16. **Requirements for a Bidder to be in possession of the work and site during**  
**Requirements**

The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The contractor shall provide at his own cost all artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cisterns, water tanks etc., used for the storage of water must be suitable protected against breeding of mosquitoes. The contractor shall indemnify the Employer against any breach of rules in respect of anti-malarial measures.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Employer.

Protective Measures: The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Contractor shall indemnify the Employer against any possible damage to the building, roads, or members of the public in course of execution of the work.

The contractor shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

Storage of materials: The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may

Stamp and Signature of the Bidder

be executed on the site including the tools and materials of sub-contractors and remove same on completion.

Tools: The all tools, equipments, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contractor.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement shall be supplied by the contractor.

The mistries and the supervisors on the works shall carry with them always a one metre or two metre steel tape, a measuring tape of 30 metres, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc., by sub-contractors for their work or for work to be carried out by other agencies employed by the Employer/Consultant.

**17. Notice and Patents of Appropriate Authority and Owners**

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities, and/or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer/Consultant written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer/Consultant on receipt of such intimation, shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall

Stamp and Signature of the Bidder

keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

**18. Clearing Site and Setting out Works**

The site shown on the plan shall be cleared of all obstructions, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal of loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer. The contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

**19. Datum**

The average ground level will be considered as the crown of the nearest road, which should be taken as "Datum" which is however, subject to final confirmation by the Employer/Architects. All levels shown in the drawings are to be strictly adhered to.

**20. Benches**

The contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

These benches will consist of salwood post of adequate length and minimum diameter 75 mm to be driven in the ground at suitable distance as directed encased with brick work. The wire nails will be driven on the top of salwood post on the centre lines of columns, walls, inside and outside faces of foundation trenches, in order that lines may be stretched between the benches and accurate intersection of excavation. Centre line of walls columns etc., may be clearly indicated and checked at any time if it is so required.

**21. Contractor Immediately to Remove All Offensive Matters**

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to a safe place as per rules of the appropriate authorities/instruction of the Employer/Consultant.

The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the Employer for the purpose, until the building is handed over to the Employer. The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Employer and local authority and

Stamp and Signature of the Bidder



no claims will be entertained afterwards if he does not include in his rates for the purpose.

**22. Access**

Any authorised representative of the Employer/Consultant shall at all reasonable times have free access to the work and/or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the Employer or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer and Consultant no person shall be allowed at any time without the written permission of the Employer.

**23. Materials, Workmanship, Samples, Testing of Materials**

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer/Consultant during the execution of the work, and to his entire satisfaction.

If required by the Employer/Consultant the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer/Consultant at his own cost to prove that the materials etc. under test conform to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Employer/Consultant when so directed by the Engineer/Consultant and written approval from Employer/Consultant must be obtained prior to placement of order.

During the inclement weather the contractor shall suspend concreting and plastering for such time as the Employer/Consultant may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reasons due to rain, storm, or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work

Stamp and Signature of the Bidder

and at his own expenses shall make good any damage arising from any of these causes. The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

**24. Removal of Improper Work**

The Employer/Consultant shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer /Consultant are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/Consultant shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Employer/Consultant shall relieve the contractor from his liability in respect of unsound work or bad materials

**25. Site Engineer/Project Manager**

The term "Site Engineer"/Project Manager shall mean the person appointed and paid by the Employer to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contractor or to sanction any day 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 Employer.

The Site Engineer/Project Manager shall have power to give notice to the contractor or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Architect/Consultant is obtained. The work will from time to time be examined by the Consultant, Engineer/Project Manager of the Employer and the Site Engineer if any. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Consultant/Employer or his representative.

**26. Contractor's Employees**

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Consultant. The contractor shall engage at

Stamp and Signature of the Bidder

least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ at least one engineer having min. 3 years of experience or a senior diploma holder having minimum 5 years of experience. In case contractor fails to employ the technical staff as aforesaid then the contractor shall be liable to pay a sum of Rs.15,000/- each month or part thereof for default. The decision of Architects/Consultants as to the period of default shall be final and binding on the contractor.

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

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

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

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

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

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

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases.

The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

Stamp and Signature of the Bidder



27. **Dismissal of Workmen**

The contractor shall on the request of the Employer/Consultant immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer/Consultant be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer/Consultant or any of their officer or employee.

28. **Assignment**

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or under let the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract of from active superintendence of the work during their progress.

29. **Damage to Persons and Property Insurance Etc.**

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

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

The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the Employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

Stamp and Signature of the Bidder

**30. INSURANCE.**

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earth quake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the Employer and the contractor for such amount and for any further sum if called to do so by the employer, the premium of such further sum being allowed to the contractor as an authorised extra.

Moreover, the contractor will be required to obtain "Workmans Compensation Insurance" from an approved insurance company at his own cost.

Insurance is compulsory and the Contractor shall effect insurance before undertaking construction work and deposit the policy and receipt for premiums paid with the Employer within 14 (Fourteen) days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Employer may down fit.

**31. ACCOUNTS RECEIPTS & VOUCHERS**

The contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract.

If the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the material he was required to use and that he actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

**32. MEASUREMENT OF WORK**

The contractor will record the measurements in the approved printed measurement books available in the Consultant's office on payment, and submit measurements for verification and endorsement of site Engineer /Consultant or site representative/s of the Consultant, if any. The contractor should submit the bill to the Consultant with such endorsement.

The Consultant shall upon receipt of the bill intimate to the contractor that he requires the work to be measured, and the contractor shall forthwith attend or send a Qualified Agent to assist the Consultant or the Consultant's representative/Employer's

Stamp and Signature of the Bidder

Representatives in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such Agent then the measurement taken by the Consultant or a representative approved by him shall be taken to be the correct measurement of the work.

The Contractor or his Agents may at the time of measurement take such notes and measurements as he may require. All authorised extra work, omissions and all variations made without the Consultant's knowledge, if subsequently sanctioned by him in writing, with the approval of the Employer shall be included in such measurements. The final measurement should be done within three weeks from the date of completion of work jointly by the Consultant and/or his representative. If the contractor fails to comply, the measurements taken by the Consultant will be final.

### 33. **METHOD OF MEASUREMENT**

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

### 34. **ACTION WHERE NO SPECIFICATION**

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

### 35. **CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC**

- 35.1 The contractor(s) shall not deposit materials on any site which will cause inconvenience to the public. The Employer/Consultant may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.
- 35.2 The contractor(s) shall also obtain permission from the society for dumping the waste materials and also for storage of the materials to be used in the work.
- 35.3 The contractor(s) shall also abide by laws of the society in the premises and shall not carry out any activity which may cause inconvenience to the residents of the apartment.
- 35.4 The work may be taken up in pleased manner to avoid inconvenience to the residents and in such an event the contractor(s) shall not claim any compensation whatsoever.

Stamp and Signature of the Bidder

**36. Payments**

All bills shall be prepared by the contractor in the form prescribed by the Architect/Consultant. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in appendix herein referto. The bills in proper forms must be dully accompanied by detailed measurements in support of the quantities of work done and must shown deductions for all previous payments, retention money etc.

The Consultant shall issue a certificate after due scrutiny of the contractors' bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honouring certificates named in these documents. In case of delay due to some reasons in the processing of such bills for payment, an adhoc advance of 75% of the billed amount may be paid on the request of the contractor for the smooth progress of the work.

The amount stated as in appendix, in an interim certificate shall be the total value of work properly executed and 75% of invoiced / assecced value of material brought to site for permanent incorporation into the work up to the date of the bill less the amount to be retained by the Employer as retention money of these conditions and less installments previously paid under these conditions, provided that such certificate shall only include the value of said material and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other causalities.

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

The Employer/Consultant reserves the right to withhold in part or full payment of bills in case of non-compliance/violation of any terms and conditions stipulated in the agreement. The contractor shall neither suspend the work nor claim for extension of time for non-payment/withholding of payment on this account and no interest is also payable on the payment with-held/due.

Stamp and Signature of the Bidder