

The Oriental Insurance Co. Ltd.

**Regional Office
4, Lyons Range
Kolkata-700 001.**

Tender Document

**For Repair & Renovation work of 5 nos. Residential
Flats at Kolkata.**

Architects/Consultants

**The Designers -N- Planners
EB-98, 1777, Rajdanga Main Road
Kolkata-700 107
Tel-fax No. -033-2441 5859,
Mob : 98741 92619
E-Mail : tdn.arch@yahoo.com**

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**The Oriental Insurance Co. Ltd.,
Regional Office
4, Lyons Range
Kolkata-700 001.**

Tender NOTICE

**INVITATION OF Tender FOR REPAIR AND RENOVATION WORK OF 5 NOS.
RESIDENTIAL FLATS AT**

1. FLAT NO.8G, 8th FLOOR, MEGHDOOT APARTMENT, 12, ROWLAND ROAD, KOLKATA
2. FLAT NO.103, 1st FLOOR, 4, MAYFAIR ROAD, KOLKATA
3. FLAT NO.15, 7th FLOOR, 10, JUDGES COURT ROAD, KOLKATA
4. FLAT NO. I-2, 2nd FLOOR, GOLF LINK APARTMENT, 50, CHANDI GHOSH ROAD, KOLKATA
5. FLAT NO. I-3, 3rd FLOOR, GOLF LINK APARTMENT, 50, CHANDI GHOSH ROAD, KOLKATA

Sealed Tender are invited under two-bid system (Technical & Financial Bids) from eligible Civil Contractors for above works at our premises.

Tender Documents can be obtained from our above office on or after 10.01.2018 to 24.01.2018, on payment of Rs. 1000/- (non-refundable) by Demand Draft in favour of 'The Oriental Insurance Co. Ltd. Kolkata', or can be downloaded from www.orientalinsurance.org.in The Tenders downloaded from website should include a Demand Draft of Rs. 1000/- (Rupees One thousand only) at the time of submission.

The last date for submission of the Tender form is on 24.01.2018 at 16.00 Hrs. at the above address and are to be submitted in person or by Post along with a Demand Draft/Pay Order of E.M.D. of Rs. 80,000/- (Rupees Eighty thousand only) drawn in favour of 'The Oriental Insurance Co. Ltd. Kolkata' and payable at Kolkata. Opening of Technical bid on 25.01.2018. The Authority reserves the right to accept or reject any or all Tenders without assigning any reason.

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

The Oriental Insurance Co. Ltd.,
Regional Office
4, Lyons Range
Kolkata-700 001.
www.orientalinsurance.org.in

GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERERS

1. Technical Bid to be put up in Envelope-1 duly sealed and super-scribed as “Technical Bid” and mentioning your name, address and telephone number thereon.
2. Financial Bid along with Bill of Quantities to be put up in Envelope-2 duly sealed and super-scribed as “Financial Bid” and mentioning your name, address and telephone number thereon.
3. Both the Financial and Technical Bid envelopes are to be put up in the Envelope-3 duly sealed and super-scribed as **'Tender for Repair & Renovation work of 5 nos. Flats in Kolkata'** and mentioning your name, address and telephone number thereon.

The Envelope-3 should be sent to:

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

4. Tender documents received after the due date and time will not be considered and summarily rejected. If the receipt date is declared as a holiday the applications will be received on the next working day at the same time and place. Offers received through post should also reach before the stipulated last date. Company will not be held liable for offers, lost in transit.
5. All financial data/monetary values entered in the form(s) for the work executed/ work in hand should be stated in Indian Rupees. For details of Contract submitted in support of past experience, the contract amounts in original currency should also be stated in Indian Rupees exchange rate, as application for Tender and as determined by the Reserve Bank of India.
6. It is mandatory that each application shall contain all the information called for in the "FORMS" included in the document.
7. All details furnished should be complete and as applicable on the date 30 days prior to the last date for submission of application.
8. Applicants are particularly advised to fill in the details asked for strictly as per the enclosed forms. Applications may be rejected if relevant details are not furnished in prescribed formats and also which do not meet the qualification requirements given in the paragraphs that follow. The applicant may furnish any additional information, which in his opinion will highlight his capacities to perform, along with his application.

9. The application for Tender will be entertained only from Contractors with technical know-how, financial standing, experience and proven reputation in execution of similar work and who can show satisfactory evidence of successful completion and satisfactory performance of work as stated. For execution of specialized items of work like water proofing, termite control etc. if the bidders will require to associate specialist firms, then the credentials of such associates, duly authenticated, shall also be submitted with this application along with their consent letter clearly indicating their willingness to undertake works on their behalf.
10. The site of the work may be inspected by applicant or his representative at his own cost.
11. Information regarding applicant's experience shall cover the work carried out only before 31st March 2017.
12. The Company will not be bound to accept the lowest Tender and reserves the rights to accept or reject any or all the Tenders without assigning any reason whatsoever. The decision of the Company to accept or reject any application for Tender shall be final and binding. While applications are under consideration, applicants and their representatives, or other interested parties, are advised to refrain from contacting, by any means, any of the Company's or Consultant's personnel on matters related to the applications under study. Such activities, if noticed, will lead to rejection of the application. The Company/ Consultant, if necessary will obtain clarification of applications by requesting such information from any or all applicants in writing.

Deputy General Manager

PART – A
(Technical Bid)

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

Tender Document

For Repair & Renovation work of 5 nos. Residential Flats at (i) Flat No.8G, 8th floor, Meghdoot Apartment, 12, Rowland Road, Kolkata, (ii) Flat No.103, 1st floor, 4, Mayfair Road, Kolkata, (iii) Flat No.15, 7th floor, 10, Judges Court Road, Kolkata, (iv) Flat No. I-2, 2nd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata, (v) Flat No. I-3, 3rd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata.

Name of the Tenderer :

Address :

Date of Submission :

NOTICE OF INVITATION OF TENDER

Sealed Tenders both Part-A & Part-B in duplicate, are invited on behalf of:

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

Description of Works

- 1) **Name of the work** : For Repair & Renovation works of 5 Flats in 4 Apartments in Kolkata.
- 2) **Place of the work** : 5 nos. Residential Flats at
 - (i) Flat No.8G, 8th floor, Meghdoot Apartment, 12, Rowland Road, Kolkata,
 - (ii) Flat No.103, 1st floor, 4, Mayfair Road, Kolkata,
 - (iii) Flat No.15, 7th floor, 10, Judges Court Road, Kolkata,
 - (iv) Flat No. I-2, 2nd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata,
 - (v) Flat No. I-3, 3rd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata.
- 3) **Time of completion** : 03 (Three) calender Months.
- 4) **Earnest Money deposit** : Rs.80,000.00/- (Rupees Eighty thousand only) & by crossed Demand Draft/Pay Order of any Nationalized Bank, drawn in favour of 'The Oriental Insurance Co. Ltd. Kolkata' payable at Kolkata. Tender without earnest money in proper form will be rejected.
- 5) **Estimated Cost** : Rs. 39,96,987.00 only
- 6) **Cost of Tender Document** : Rs.1000.00 only
- 7) **Availability of Tender Document** : The complete Tender document in duplicate can be obtained from the Office Address given above or be downloaded from the official Website www.orientalinsurance.org.in (Tender).
- 8) **Time, Date and Place of submission of Tender** : **On or before 16.00 Hrs. on 24/01/2018** at the office of:
**Deputy General Manager
The Oriental Insurance Co. Ltd,
Regional Office
4, Lyons Range
Kolkata-700 001.**
- 9) **Time, Date and Place of**

opening of Tender : Part-A of the Tender will be opened first at **15.30 Hrs.** on 25.01.2018 at the above Office Address

Date & time of opening of the Part-B (Price Bid) will be intimated on the same day and / or be decided by the Tender Committee constituted by the Company.

- 10) **Tender to be Addressed to** : **Deputy General Manager
The Oriental Insurance Co. Ltd,
Regional Office,
4, Lyons Range
Kolkata-700 001.**
- 11) **Procedure of submission of Tender** : Tenders in duplicate are to be submitted in two parts viz; Part-A & Part-B separately sealed and superscribed with the name of the work along with the required document and manner as detailed in General rules and instruction for the guidance to the Tenderers.
- 12) **Date of Site Inspection** : 16.01.2018 at 14:00Hrs.
For details contact: 9874192619
- 13) **Validity of Tender** : Three (3) calender months from the stipulated last date of submission of Tender.
- 14) **Pre-Bid Meeting** : Pre-bid Meeting will be held on 18.01.2018 at 15.00 hrs. in the Conference Room of The Oriental Insurance Co. Ltd., Regional Office, 4, Lyons Range, (Ground Floor) Kolkata-700 001.
- 15) **Tax deduction** : Goods and Services Tax / Sales Tax / Value Added Tax / Service Tax or any other tax on materials or finished work like Works Contract Tax, Turn Over Tax etc. in respect of this contract whether in vogue or may be imposed in future shall be payable by the Contractor and the Company will not entertain any claim whatsoever in this respect. However any benefit due to reduction of taxes etc. shall be passed to the employer.
16. **Defect Liability period** : 12 months from the date of completion of work.
17. **Period of final measurement** : Within 3 months from the date of completion of work.
18. **Date of commencement** : 14 days from the date of issuing of work-order or, handing over the site whichever is later.
19. **Time of completion** : 03 (Three) calender months from the date of commencement of work.

20. **Value of Works for Interim Certificate** : Rs. 8.00 Lakhs
21. **Period for honouring Interim Certificate** : 14 Days.
22. **Liquidated Damages Rate** : 1.00% of the quoted amount per week, subject to a ceiling of 10.0% of the accepted contracted sum.
23. **Performance Guarantee submit** : 2% of the total quoted amount within 14 days of issuing of work-order.
24. **Retention amount** : 10% of the value of work done. Earnest money shall be adjusted towards retention money in end.
25. **Refund of retention money** : 100% within 30 days of completion of defects liability period.

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

GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TenderERS

1. Tenders are hereby invited on behalf of The **Deputy General Manager The Oriental Insurance Co. Ltd, Regional Office, 4, Lyons Range, Kolkata-700 001** for Repair & Renovation work of **5 nos. Residential Flats at**

- (i) Flat No.8G, 8th floor, Meghdoot Apartment, 12, Rowland Road, Kolkata,
- (ii) Flat No.103, 1st floor, 4, Mayfair Road, Kolkata,
- (iii) Flat No.15, 7th floor, 10, Judges Court Road, Kolkata,
- (iv) Flat No. I-2, 2nd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata,
- (v) Flat No. I-3, 3rd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata

2. Tender document consisting of the following:

- i. Notice of Invitation of Tender.
- ii. Important instructions for the Guidance of Tenderers.
- iii. Form Of Tender.
- iv. Article of Agreement.
- v. General Condition of Contract.
- vi. Special Conditions and Annexures.
- vii. Technical Specifications for Civil, Sanitary Interior & Electrical Work.
- viii. Bill of Quantities.

3. The site for the work is readily available.

4. Tenders, which shall always be placed in sealed cover, with the name of the project written on the envelopes will be received by The **Deputy General Manager, The Oriental Insurance Co. Ltd, Regional Office, 4, Lyons Range, Kolkata-700 001** on or before _____ time and date and will be opened by him in his office on the same day as stipulated in the Tender Notice.

4.1 Tender in duplicate, will have to be submitted in two parts, PART: A and PART: B separately super-scribed, sealed and both contained in another sealed envelope, super-scribed with the name of the work.

4.1.1 PART : A Shall contain :-

- a) The covering letter without any condition and without disclosing any of the quoted rate or total Tender sum.
- b) A Letter of authorisation in favour of the representative attending the Tender.
- c) Earnest Money in required shape.
- d) Tender Paper Cost in required shape.
- e). The complete documents of 'Part-A' duly filled in.

4.1.2 PART-B Shall contain :

Offered price with the Tender document duly filled with all the items of the bill of quantities enclosed together with the Tender document.

4.1.3 Part-A will be opened first on the date and time as stipulated in Tender Notice. In case E.M.D. is in improper shape or No E.M.D. is found then the Tender shall be rejected and the 'Part-B' of the Tender will remain unopened thus rendering the Tender as 'NON-BONAFIDE'.

The Tender with conditions, whatsoever, which, in the opinion of the Company, may have financial implication, will be outrightly rejected and in the event of the same, the Part-B of the Tender will remain unopened and the same will be returned back to the Tenderer without assigning any reason whatsoever.

The content of 'part-A' will be evaluated first and the Contractors whoever are eligible and qualified in the opinion of the Company will be notified with the date, time and place of opening of 'Part-B', the price bid of this Tender. No reason whatsoever will be furnished to non-qualified Contractors.

Tenderers are strictly warned, not to advise anything other than the prices which is to be offered in words as well as in figure for all the items listed in the bill of quantities. The Tender will be summarily rejected in case of any advice made other than the offered prices in the requisite columns and also in case of any of the item found without rate. No opportunity will be given to fill/quote for any omission/s thus rendering the Tender as incomplete Tender and the Tender will be summarily rejected under the sole discretion of the Company.

5. The time allowed for carrying out of the work will be **03 (Three)** Calender Months to be reckoned from the Fourteenth day after the date of written order to commence work or handing over the site whichever is later.

6. The Contractors should quote in figures as well as in words the rate, and amount Tendered by them. The amount for each item should be worked out and the requisite totals given. All corrections shall be attested by the initials of the Tenderers with the seal of the firm. In case any discrepancy/difference is found on checking between rates quoted by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed:

a) When there is a difference between the rates in figure and in words, the rates which corresponds to the amount worked out by the Contractor, shall be taken as correct.

b) When the amount of any item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rates quoted by the Contractors in words shall be taken as correct.

c) When the rates quoted by the Contractor in figure and in words tally but the amount is not worked out correctly, rate quoted by the Contractor shall be taken as correct and not the amount.

d) Amendments as mentioned above shall be based on the Tender marked "original" only.

7. When a Contractor signs a Tender in an Indian Language, the Tendered amount and total amount Tendered shall also be written in the same language. In the case of illiterate Contractors the rates or the amounts Tendered should be attested by a witness.

8. Earnest Money in the form of Bank Draft of any nationalized Bank drawn in favour of '**The Oriental Insurance Co. Ltd. Kolkata**' must accompany each Tender and each Tender is to be in a sealed cover superscribed '**Tender For Repair & Renovation work of 5 nos. Residential Flats in 4 nos. Apartments in Kolkata.**'

9. The Contractor, whose Tender is accepted will be required to furnish by way of security deposit

for the due fulfillment of his contract, such sum as will amount as detailed in subsequent clause, hereinafter, of the General Conditions of the Contract.

The EMD of the Contractor whose Tender is accepted, shall be forfeited in full in case he does not submit the initial Performance Guarantee/ Security Deposit within the stipulated period or start the work by the stipulated date mentioned in the Award Letter.

10. The acceptance of a Tender will rest with the Company who does not bind itself to accept the lowest Tender, and reserves to itself the authority to reject any or all of the Tenders received without the assignment of a reason. All Tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are to be rejected. The Company reserves the right to accept the Tender in full or in part and the Tenderer shall have no claim for revision of rates or other conditions if his Tender is accepted in parts.

11. Canvassing in connection with Tenders is strictly prohibited and the Tender submitted by the Contractors who resort to canvassing will be liable to rejection.

12. All rates shall be quoted on the proper form of the Tender alone.

13. An item rate Tender containing percentage below/ above will be summarily rejected.

14. On acceptance of the Tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer/ Architects shall be communicated to the Employer.

15. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words "Rs." should be written before the figure of rupees and words "P" after the decimal figures, e.g. Rs.2.15p. and in case of words, the word "Rupees" should precede and the word "Paise" should be written at the end, unless the rate is in whole rupees and followed by the words "only", it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.

16. The Company does not bind itself to accept the lowest or any Tender and reserves to itself the right of accepting the whole or any part of the Tender and the Tenderer shall be bound to perform the same at the rate quoted.

17. All taxes including Goods and Services Tax/ Sales Tax/ Value Added Tax/ Service Tax or any other tax on material or on finished works like work's contract tax, Turn-over Tax, etc. in respect of this contract shall be payable by the contractor and the Company will not entertain any claim whatsoever in this respect. Sales Tax/ Value Added Tax/ Service Tax or any other tax on materials or finished work like Works Contract Tax, Turn Over Tax etc. in respect of this contract whether in vogue or may be imposed in future shall be payable by the Contractor and the Company will not entertain any claim whatsoever in this respect. However any benefit due to reduction of taxes etc. shall be passed to the Employer.

18. The Contractor shall give a list of his relatives working with the Company along with their designations and addresses.

19. No employees of the Company is allowed to work as a Contractor for a period of two years of his retirement from Company service, without the previous permission of the Company. The

contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Company as aforesaid before submission of the Tender or engagement in the Contractor's service.

20. The Tender for works shall remain open for acceptance for a period of **Three months** from the date of opening of Tenders. If any Tenderer withdraws his Tender before the said period, then the Company shall be at liberty to forfeit Earnest Money paid along with the Tender.

21. The Tender for the work shall not be witnessed by a Contractor(s) who himself/ themselves has/ have Tendered or who may and had/ have Tendered for the same work. Failure to observe this condition would render Tenders of the Contractors Tendering as well as witnessing the Tender liable to summary rejection.

22. It will be obligatory on the part of the Tenderer to Tender and sign Tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the Competent Authority in the Company.

23. The Tenderer, apart from being a competent Contractor must associate himself with agencies of the appropriate class who are eligible to Tender for (i) Electrical (ii) Sanitary and water supply installations and (iii) Specialist's Work.

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

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 5 nos. Residential Flats at

1. Flat No.8G, 8th floor, Meghdoot Apartment, 12, Rowland Road, Kolkata,
2. Flat No.103, 1st floor, 4, Mayfair Road, Kolkata,
3. Flat No.15, 7th floor, 10, Judges Court Road, Kolkata,
4. Flat No. I-2, 2nd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata,
5. Flat No. I-3, 3rd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata.

Dear Sir,

1. I/We refer to the Tender notice issued 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. Abide by and fulfil all the terms and provisions of the said conditions annexed hereto;

b. Complete the works within **03 (Three)** calendar months as stipulated by working in two or more 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/Pay Order/Bankers Cheque which, I/We note, will not bear any interest and is liable to forfeiture solely at Bank's discretion:

a. If the offer is withdrawn within the validity period of acceptance.

Or,

b. If the contract is not executed within 14 days from award of contract.

Or,

c. If the works 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.

Or,

d. If the Performance Guarantee/initial security is not deposited within 14 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 :

a. -----

b. -----

The names of Proprietor/Partners/Directors of our firm are

a. -----

b. -----

c. -----

(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.

Yours faithfully,

Place:

Date:

Authorised Signatory of Tenderer

ARTICLE OF AGREEMENT

ARTICLES OF AGREEMENT made this _____ day of _____ Two Thousand Seventeen between The Oriental Insurance Co. Ltd. having its Head Office at Oriental House, Post Box No.7037, A-25/27, Asaf Ali Road, New Delhi, represented by **The Deputy General Manager, The Oriental Insurance Co. Ltd., Regional Office, 4, Lyons Range, Kolkata-700001** (hereafter referred to as the OWNER which expression shall include its successor or assignee(s) of the ONE PART).

AND

M/s _____ having its office at _____ (hereinafter called the 'CONTRACTOR' which expression should include its successor(s) and assignee(s) of the OTHER PART)

WHEREAS the Employer is desirous of executing the **Repair & Renovation work of 5 nos. Residential Flats at** (i) Flat No.8G, 8th floor, Meghdoot Apartment, 12, Rowland Road, Kolkata, (ii) Flat No.103, 1st floor, 4, Mayfair Road, Kolkata, (iii) Flat No.15, 7th floor, 10, Judges Court Road, Kolkata, (iv) Flat No. I-2, 2nd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata, (v) Flat No. I-3, 3rd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata.' (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-700107 (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(s) 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/ 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 herein and 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.

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 due performance of the Agreement.

AND WHEREAS the Owner/ Employer has issued the work order thereafter to the Contractor.

AND WHEREAS 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 specified in the schedule of quantities and such further detailed clarification, 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 **Architects/Consultants, M/s. The Designers-N-Planners**, EB-98, 1777, Rajdanga Main Road, Kolkata-700107 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 schedules, 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 5 nos. Residential Flats at**

1. Flat No.8G, 8th floor, Meghdoot Apartment, 12, Rowland Road, Kolkata,
2. Flat No.103, 1st floor, 4, Mayfair Road, Kolkata,
3. Flat No.15, 7th floor, 10, Judges Court Road, Kolkata,
4. Flat No. I-2, 2nd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata,
5. Flat No. I-3, 3rd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata

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 Tender 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 03 (Three) calendar months subject to never the less to the provisions of extension of time.

9. All payments by the Employer under this contract will be made at 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

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 the work shall be carried out as per standard specifications and under the direction of the Employer/Consultant.

1. **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-700001** and any of its employees/representative authorised on their behalf.

ii) **Architects/ Consultants:** The term Consultant shall mean "M/s **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 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 mentioned in the notice of Tender including any building and erections thereon allotted by the Employer for the contractor's use.

v) **Site Engineer:** The Site Engineer shall be appointed by the Company. The Company may also determine the number of Site Engineers and the supporting 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 post 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. The Site Engineer/s will work in close co-ordination with **Architects/Consultants**.

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.

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.

vii) **"The Works"** shall mean the work or works to be executed or done under this contract.

viii) **"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 **5 nos. Residential Flats at**

1. Flat No.8G, 8th floor, Meghdoot Apartment, 12, Rowland Road, Kolkata,
2. Flat No.103, 1st floor, 4, Mayfair Road, Kolkata,
3. Flat No.15, 7th floor, 10, Judges Court Road, Kolkata,
4. Flat No. I-2, 2nd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata,
5. Flat No. I-3, 3rd floor, Golf Link Apartment, 50, Chandi Ghosh Road, Kolkata

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).
- 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 with 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".

The contractor shall set up a field laboratory with necessary equipment for day to day testing of materials like grading of coarse and fine aggregates, silt content and bulkage of sand etc.

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

3. **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 inferred to be so existing before commencement of work.

4. **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 will 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".
- iii) All corrections are to be initialled.
- 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 three 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.

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, GST, 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 (SOQ) 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 Security Deposit:** The Tenderer will have to deposit an amount of **Rs. 80,000.00 (Rupees Eighty thousand)** 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.

The successful Tenderer to whom the contract is awarded **will have to deposit as initial performance guarantee/security deposit a further sum to make up 2% of the value of the accepted Tender in addition to the Earnest Money, subject to a ceiling of Rs. 5.00 Lakhs.** The initial Security Deposit will have to be made within 14 days from the date of acceptance of Tender, failing which the Employer at his discretion may revoke the letter of acceptance and forfeit the Earnest Money Deposit furnished along with the Tender. It shall be refunded to the contractor within fourteen days after the issue of certificate of virtual completion by the Architect/consultant no interest will be payable on initial security deposit.

Apart from the Initial Security Deposit made as above, retention money shall be deducted from progressive running bills @ 10% of the gross value of each running bill until the Total Security Deposit, i.e., the initial Security Deposit plus the retention money equals:

- a) 10.00% on the first Rs.1,00,000 of the cost of work.
- b) 7.5% on the next Rs.1,00,000 of the cost of work.
- c) 5.0% on the next amount upto Rs.2 crores of the cost of work.

The retention amount will be refunded to the contractor 30 (thirty) days after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. No interest is allowed on retention money.

A part of the Security Deposit if and as decided by the Company can also be furnished in the form of a Bank Guarantee.

However, the retention money will not be deducted from progressive running bills till the amount of the initial security deposit is covered. Also the retention money will not be deducted from the contractor's running bills if Bank Guarantee from a Nationalized bank in favour of The Oriental Insurance Co. Ltd. covering the retention money calculated as above, is submitted by the contractor.

After realization of the total retention money by deduction from the bills of the contractor as specified above, 50% of the total retention money will be refunded to the contractor on completion of work subject to the following:-

- i) Issue of the virtual completion certificate by the consultant.
- ii) Contractor's removal of his materials, equipment, labour force, temporary sheds/stores etc. from the site. Excepting for small presence required if any for the defect liability period and approved by the Company.

Balance 50 % will be released to the contractor within a reasonable period after the end of 'Defect Liability Period' provided he has satisfactorily carried out all the works, submitted all documents including as built drawings etc. No interest is allowed on retention money and earnest money deposit.

Further, if some dues to the Employer from the contractor have still to be recovered, then the Employer reserves the right to withhold of payment of so much of retention money as in his opinion, represents the cost of the same.

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 abiding. 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.

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 equipment 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 levelled 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 **03 (Three)** 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,

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

For contracts having 1.00% of the estimated amount time for completion shown in the Tender per week subject to a ceiling of 10.0% of 6 months and less 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 instalments) 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.

16. Tools, Storage of Materials, Projective Works and Site Office 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.

The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc., required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

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

Cement godown shall be constructed for storing about six weeks' requirement of cement and stored as per norms with a stack of 10 bags each and 2 feet opening all around with 2 feet passage of each stock. Structure shall be water-proof from all the sides and top. Cement should be stored one feet above the ground level and have pucca raised floor.

So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

Tools: The all tools, equipment, 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/head mason 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 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 or loose stone or materials shall be carefully filled up with earth well rammed and levelled 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 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 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:** The term "Site Engineer" 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 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 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 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 graduate 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 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.

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.

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.

29. **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 "Workman's 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 deem fit.

30. **ACCOUNTS RECEIPTS & VOUCHERS:** The contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers of purchasing materials where Guarantee and Warranties are involved 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.

31. **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 / 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 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.

32. **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.

33. **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.

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

34.1 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.

34.2 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.

34.3 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.

34.4 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.

35. **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 refer to. 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 instalments 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 weath or other causalities.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work. 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.

36. **Final Payment:** The final bill shall be accompanied by a certificate of completion from the Consultant. Payments of final bill shall be made after deduction of Retention Money as specified herein before of this documents, which sum shall be refunded after the completion of the defects Liability Period after receiving the Consultants' certificate that the contractor has rectified all defects to the satisfaction of the Consultant. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

37. **Variation/Deviation:** No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract. In case of The Company/Architect/Consultant thinks proper at any time during the progress of work to make any alteration in, or addition to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alternations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

38. **Valuation of Variations:** No claim for an extra shall be allowed unless it shall have been executed by the authorisation of Consultant. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

a)(i) The net rates or prices in the contract shall determine the valuation of the extra work where such

extra work is of similar character and executed under similar conditions as the work priced herein.

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ. If in arriving at the contract sum the contractor have added to or deducted from the total of the items in the Tender any sum either as a percentage or proportion, the same percentage or proportion shall apply to all items of works for valuation of variations.

b) The net prices of the original Tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereunder.

c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/Consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate based on the National Building Organisation, CPWD or in case such is not available therein, from the approved schedule with the various elements valued at local market price plus 15% (fifteen percent) towards profit and over heads.

d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the Tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect/ Consultant at or before the end of the week following that in which the work has been executed.

e) It is further clarified that for all such authorised extra items where rates cannot be derived from the Tender or from any approved analysis of rate viz; C.P.W.D. or N.B.O., the Contractor shall submit rates duly supported by rate analysis worked on the "Market Rate Basis" for material, labour, hire/running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

f) Works Contract Sales Tax, if applicable will also be considered over and above 15%.

g) Rates arrived at by any of the above methods and approved by Architects/ Consultants is final and binding on contractor.

39. **Substitution:** Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer through Consultant in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Employer has to be obtained in writing prior to execution.

40. **Preparation of Works for Occupation and Use on Completion:** The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Employer that he has completed the work and it is ready for inspection.

On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, stair- cases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Employer/Consultant.

41. **Clearing Site on Completion:** On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Consultant.

42. **Defects after Completion:** The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 12 (Twelve) months after completion of the work. In default the Employer may employ and pay other persons to amend and make good such damages, losses 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, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained together with any expenses the Employer may have incurred in connection therewith.

43. **Concealed Work:** The contractor shall give due notice to the Employer/Consultant whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer/Consultant be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked the notes of the Employer/Consultant shall be accepted as correct and binding on the contractor.

44. **Escalation:** The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, etc.

45. **Idle Labour:** Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

46. **Suspension:** If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable despatch, such notice purport to be a notice under this clause.

After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in this clause (Termination of Contract by Employer).

47. **Termination of Contract by Employer:** If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or

if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefor, or if he contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which any become due to the contractor, thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Company may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of 14 days after receipt by him the employer

may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

48. **ARBITRATION:** All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of his contract or the rights thereof this contract or the construction remaining operation or effect hereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding shall after written notice by either party to the contract to the other of them and to the appointing Authority who shall be appointed for this purpose by the employer be referred for adjudication to a sole arbitrator to be appointed as thereinafter provided.

It is also a term of the contract that if Contractor(s) do/does not make any demand for arbitration in respect of any claim(s) within 90 days of receiving intimation from Employer/Consultant that the bill after due verification is passed for payment of a lesser amount, or he has accepted the payment as per clause 45 whichever is earlier or otherwise, the Contractor's right under this agreement to refer to

arbitration shall be deemed to have been forfeited and Employer/Consultant shall be relieved and discharged of their liability under this agreement in respect of such claims. Further, it is agreed that for the purpose of this clause, such notice is deemed to have been received by the Contractor(s) within 2 days of posting of the letter by Employer/Consultant or when delivered by hand immediately after receipt thereof by the Contractor(s), whichever is earlier. Further, a letter signed by the officials of Employer/Consultant that the letter so posted to the Contractor(s) shall be conclusive.

Or,

the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within 30 days of receipt by him of the written notice, aforesaid to the contractor a panel of 3 names of persons who shall be presently unconnected with the organisation for which the work is executed from the following categories of arbitrators.

The contractor shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within 30 days of receipt by him of the names. The Appointing authority shall thereupon without any delay appoint the said person as the sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Employer fails to send to the Contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall

on receipt by him of the names as aforesaid select any one of the person named and appoint him as the sole Arbitrator. If the Employer fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt by him of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns from his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.

The work under the contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be with held on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

In all cases, where the amount of claim in dispute is Rs.50,000/- (Rupees Fifty thousand) and above, the Arbitrator shall give reasons for the award. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties, the cost of the reference and of the award including the fees if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid. The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Arbitration Act. 1940 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being enforce, shall apply to the Arbitration proceeding under this clause. The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

49. **Excepted Matters:** If the disputes or differences pertain to the under noted matters (called excepted matters), the decision in writing of the officer of **The Oriental Insurance Co. Ltd.** designated in and signing the contract documents shall be final, conclusive and binding on the parties. No arbitration shall arise in such matters except either by mutual agreement or under the directions of a competent Court.

i) Instruction

ii) Transactions with local authorities

iii) Proof of quality of materials

iv) Assigning or under letting of the contract

v) Certificate as to the causes of delay on the part of the contractor and justifying extension of time.

vi) Rectification of defects pointed out during the defects liability period.

vii) Notice to the contractor to the effect that he is not proceeding with due diligence.

viii) Certificate that the contractor has abandoned the contract.

ix) Notice of determination of the contract by the Employer.

50. **SECURITY ARRANGEMENTS:** Proper arrangements shall be made to keep all records under lock and key. It shall be ensured that the contractor provides for adequate fences, watch and ward and security of basic materials such as cement and steel etc.

Movement of material, stores and plant, especially of those in which the Company has got a financial interest or those which influence progress of work, shall be strictly controlled Checks shall be exercised at gate (entrance and exit shall be preferably through one gate only). When the work is completed and handed over to the use, the responsibility of proper security arrangements shall rest with the users.

51. **WORKING HOURS:** Site Office working hours shall normally be fixed as may be prevailing in the locality. Normally no construction work of important structural nature shall be carried out on Sundays, Holidays and during nights. In exceptional circumstances, however, the work may be carried out with prior approval of the Site Engineer who shall depute supervising staff to be present on the occasion.

BASIS FOR PERQUALIFICATION OF APPLICANTS

1. Applications will be evaluated under the following three heads :
2. A : Financial standing and capability
B : Past experience
C : Organisational Capability

Applicants are required to furnish necessary data, documents drawings and other particulars along with their application in support of their competence under the above heads. Data/documents furnished should be true in all respects. On verification if it is found that such data/documents are not true or concerned Applicant has attempted to conceal any unfavourable data, his application for Tender will be rejected.

The minimum qualification expected in respect of the above heads are given hereafter. Applicants meeting these requirements will be considered for Tender.

3. CRITERIA FOR QUALIFYING:

To be eligible to bid for the work, for which this Tender is invited, applicants must meet the following criteria.

4. FINANCIAL STANDING :

- i. The financial standing will be judged from the Financial statement (Form 1) and by the overdraft facilities / credit worthiness (in the form of Solvency Certificate as indicated in form 1A) from a bank available to the Applicant. The Applicant is expected to furnish credit rating from a Schedule Bank equivalent to a minimum of Rupees **100 lakhs**.
- ii. Annual Turnover: The minimum annual turnover of prospective applicants is expected to be above Indian Rupees **100 lakhs**.

5. PAST EXPERIENCE

- i. Quantum and experience of work executed: It is necessary that the Applicant has executed similar type of work in the past five years. It is expected that the present worth of work executed by the bidder should meet any of the following requirements:-

- 1) At least one work of Rs. 40.00 lakhs.
- 2) At least Two work of Rs. 20.00 lakhs.
- 3) At least Three works of Rs.15.00 lakhs.

ii. Past Performance: The past performance of an Applicant is established in respect of having successfully executed similar type of work in time and in workman like manner. For this purpose, testimonials etc. from Clients for whom the Applicant has executed similar type of work during the past will have to be submitted by the applicant and where necessary reference will be made to previous clients. Applicant must furnish performance data vide Form-2 & form- 2A.

6. ORGANISATIONAL CAPABILITY: Organizational capability of an Applicant will be judged based on data furnished by him in respect of personnel, equipment for the jobs referred in Form 3 for past experience. The Applicant is required to confirm that he shall have the required strength of personnel in his employment as per Form 4 and also possesses the required number, capacity of plant, equipment and machineries as per Form 3 in working condition and he would deploy the same in case the job is entrusted to him. The Applicant is expected to furnish bio data of key personnel proposed for the work. The applicant is also expected to deploy adequate supporting staff (i.e. Sr./Jr. Engineers/Foremen/ Technical Supervisors and below) and any additional plant and equipment (other than those mentioned in Form 3) the successful completion of the proposed work in scheduled time.

7. QUALIFIED APPLICANTS: The Company will decide which of the Applicants are qualified and will advise them through the Consultant / Architect in due course of time with the date, time and place of opening of “Part-B” i.e. the price bid of this Tender. The “Part-B” i.e. the price bid of non-qualified contractors will remain un-opened and no reason, whatsoever will be furnished.

1. Attach audited balance sheets and profit and loss statement for the last 3 years.

2. Applicant's financial arrangement :

a. Own resources :

b. Bank Credits :

c. Others (Specify) :

Seal
Date :

Signature of the Applicant

FORM - 1A : BANKER'S REPORT

SOLVENCY CERTIFICATE FROM THE SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s.-----

(Name and Address of the Applicant/ Contractor) a customer of our bank is respectable and can be treated as good for any engagement up to a limit of Rs.----- (In figure) Rupees -----
----- (in words) only. Overdraft facility available to M/s ----- (Name of Applicant) are up to a limit of Rs.-----
----- (In figures) Rupees -----only. The certificate is issued without any guarantee of responsibility on the Bank or any of its officers.

Signature and Seal of the Bank

Name of the Bank -----

Address -----

Date -----

FORM - 2A : STATUS OF PRESENT WORK AT HAND

1. Status of the Present Work at Hand:

| Sl. No. | Name of work with brief description of the work | Date of Commencement | Date of Completion | Contract Amount (Rs.) | Name of Employer with Address |
|---------|---|----------------------|--------------------|-----------------------|-------------------------------|
| | | | | | |

2. Furnish copies of the Work-Order of the above work.

3. Name, Address with designation of the contact person with Telephone No. of the above cited work

(i) -----

Seal:

Signature of the Applicant

Date

FORM - 3 : CONSTRUCTION PLANT AND EQUIPMENT

DETAILS OF EQUIPMENT IN POSSESSION

| Description (Type, Model including Hoist) | Manufacturer with year of Manufacture | Capacity/ Specification | Nos. proposed to be used for the work |
|---|---------------------------------------|-------------------------|---------------------------------------|
|---|---------------------------------------|-------------------------|---------------------------------------|

The Applicant hereby confirms that the quantity and type of equipment will deploy for construction will not be less than listed above, and agrees to bring more equipment, if so warranted, in the opinion of the Consultant / Company.

Seal

Signature of the Applicant

Date

FORM - 4 : KEY PERSONNEL

DETAILS OF KEY PERSONNEL EMPLOYED OR TO BE EMPLOYED FOR
THE PROPOSED WORK

| Designation | Name of Nominee | Summary of Qualification Experience (in years) and present occupation |
|-------------|-----------------|---|
|-------------|-----------------|---|

- Office: Partner/ Director
- Other Key Staff (Give Designation)
- Site Office
- Project Manager
- Deputy Project Manager/ Senior Engineer
- Supervising Site Engineer
- Construction Supervision (Technical)/ Foreman/ Asst. Foreman

Seal

Signature of the Applicant

Date

FORM - 5 : BIO DATA OF TECHNICAL PERSONNEL

FORMAT OF BIO DATA FOR TECHNICAL PERSONNEL

1. Name
2. Address
3. Age
4. Nationality
5. Professional Qualification
6. Membership of Professional Bodies
7. Work Experience
 - a. Name of Post held
 - b. Brief details of work experience
8. Number of years served and
 - a. Date of Joining
 - b. Date of Leaving

Seal

Signature of the Applicant

Date

FORM-6: OTHER RELEVANT INFORMATION.

A. WORK PLACE

| Sl. No. | Particulars | Permanently Employed (No.) | Hired as and when required (No.) | Year with the Firm |
|---------|-------------|----------------------------|----------------------------------|--------------------|
|---------|-------------|----------------------------|----------------------------------|--------------------|

- 1. Masons
- 2. Carpenters
 - a. Highly Skilled
 - b. Semi- skilled
- 3. Plumbers
- 4. Mate / Helpers
- 5. Painter / Polishers
- 6. Electricians
 - a.
 - b.
 - c.
 - d.
- 7. Others
 - e.

Seal

Signature of the Applicant

Date

CERTIFICATE OF DECLARATION

I/ We hereby undertake that the above information furnished are true. You are at liberty to reject this application of pre-qualification in case any of the information furnished found false and also incomplete. We assure you that the facilities wherever mentioned in this pre-qualification bid shall be extended to you and at your work site. We also understand that you are not bound to accept and assign reasons whatsoever for not considering this application of pre-qualification.

Seal

Signature of the Applicant

Date