

TENDER DOCUMENT

TENDER REF NO	OICL/RO-AMB/ESTATE/2018/01 dt 30.03.2018
NAME OF THE PROJECT	REPAIR & RENOVATIONS OF HOUSE NO 1319 H.B.C. SECTOR 15 OF ORIENTAL INSURANCE COMPANY LTD(OICL),HISAR
TIME LIMIT	20 days
EARNEST MONEY DEPOSIT	RS. 8500/-
LAST DATE OF ISSUE OF TENDER DOCUMENTS	18.04.2018 at 04:00 P:M
LAST DATE & TIME OF SUBMISSION OF TENDERS	19.04.2018 at 04:00 P:M.
DATE & TIME OF OPENING OF TENDER	20.04.2018 at 2.30 P:M.
Total Estimated Cost	4,27,000/-
COST OF TENDER DOCUMENT	NIL

ISSUED TO:-

Architect:

Khatter& Associates
Architects,Interior Designers,planners
Near old Nabh Chhor office
1st floor,Dabra Chowk, Hissar

Owner:

Regional Manager (Estate)
The Oriental Insurance Co.
Ltd.Regional Office, 2nd
Floor, LIC Building,
Jagadhari Road,
Ambala Cantt. Haryana

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NOTICE OF INVITATION TO TENDER

1. Sealed tenders under two bid systems are invited by ORIENTAL INSURANCE COMPANY, Hissar from competent Furnishing Contractors having sound technical and financial capacity for the preparation of “**REPAIR & RENOVATIONS OF HOUSE NO 1319 H.B.C. SECTOR 15 OF ORIENTAL INSURANCE COMPANY LTD**” in Hissar . Tender documents may be obtained from the Co.’s office at Hisar or Ambala upto 18/04/2018. The tenders are to be submitted in two bid system. Technical Bid (Page no.1 to Page No.29) along with Demand Draft of Rs.8500/- in shape of earnest money to be put up in envelope-1 duly sealed and super scribed as “**Technical Bid**” mentioning name, address and telephone number thereon and all pages of technical bid should be duly signed by the contractor. Financial Bid (Page no. 30 to Page No.31) is to be put up in envelope-2 duly sealed and super scribed as “**Financial Bid**” mentioning name, address, and telephone number thereon and all pages of financial bid should be duly signed by the contractor. Both the Financial and Technical Bid envelopes are to be put up in envelope-3 duly sealed and super scribed as - “**OFFER FOR REPAIR & RENOVATIONS OF HOUSE NO-1319 H.B.C. SECTOR 15 OF THE ORIENTAL INSURANCE COMPANY LTD(OICL), HISAR**” and mentioning name, address and telephone number thereon.

The Tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.

1. The Tenderers, in their own interest, are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or effect the work or cost thereof under the contract.
 - a) **Site** conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.
 - b) **Requirement** and availability of land and other facilities for his enabling works, stores and workshops etc.
 - c) **Ground** condition including those bearing upon transportation, disposal, handling and storage or materials required for the work or obtained there from.
 - d) **Source** and extent of availability of suitable materials including water etc. and labour (skilled and unskilled) required for work and laws and Regulations governing their use and employment.
 - e) **The** type of equipment and facilities needed preliminary for and in the performance of the work and for successful completion of work.
 - f) **All** other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or effect the work or the cost there of under this contract.
2. **The** tenderer should note that the information, if any, in regard to the site and local conditions, as contained in these tender documents has been given merely to assist the tenderer and is not warranted to be complete. OICL shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. No charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the OICL
3. The tender should be submitted in the prescribed form and the same should be signed as laid down here under :
 - a. **If** the tender is submitted by an individual it shall be signed by the proprietor above his full name and full name of his firm with his current business address.
 - b. **If** the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.

- c. **If** the tender is submitted by a firm in partnership, it shall be signed for and on behalf of the firm by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.
 - d. **If** the tender is submitted by a Limited company, or a Limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender. Such Limited company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
 - e. **If** the tender is submitted by a group of firms, the sponsoring firms shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of the firms for tendering and for completion of the contract of the contract document. The full information and satisfactory evidence pertaining to the participation of each members of the group of firm in the tender shall be furnished along with the tender.
4. **All** witnesses and sureties (if any) shall be persons of status and their full names, occupations and address shall be stated below their signatures. All signatures affixed on each page in the tender will be dated.
 5. The earnest money deposit without any interest will be returned to the unsuccessful tenderer only after validity period/award of work.
 6. The OICL or its duly authorized representative will open the tenders in the presence of all, who may be present at the time. If any of the or his agent is not present at the time of opening of tender, the OICL or its duly authorized representative will, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender under his signatures. Such a statement shall then be binding on the absentee tenderer.
 7. **Tenders**, will be received by **The Regional Manager, Estate . THE ORIENTAL INSURANCE COMPANY, 2nd floor, LIC Bldg.,Jagadhari Road, Ambala Cantt., Haryana latest by 19.04.2018 on 04:00 P:M.** and will be opened by him in his office on 20.04.2018 at 2.30P.M.
 8. The time allowed for the carrying out of the work will be days from the date of written orders to commence the work.
 9. The tenderer should quote for all the items of work as given in the bill of quantities. The rates shall be written in both the words and in figures. Tenderer shall also show cost of each item, total of each subhead and, the Grand total of the whole contract. Corrections, if any, shall be made by crossing out, initialing dating and rewriting.
 10. While a contractor signs a tender in an Indian language the total amount tendered should also be written in the same language. In the case of illiterate contractors a witness should attest the rates and the amount tendered.
 11. Issue of tender form will be stopped two days before the date fixed for the opening of tenders.
 12. The contractor who's tender is accepted will be required to furnish a security deposit herein after called total retention money for the due fulfillment of his contract, such sum will amount @ 5% on the amount of the cost of work
 13. The Security Deposit shall be collected as detailed in General conditions of contract

14. The total retention money shall be collected by reductions from the running bills of the contractor till the amount retained equals TRM(total retention money) less EMD(earnest deposit) and in the manner specified in the condition of the contract.
15. In addition to the retention money described above, the successful contractor shall at the time of signing of agreement/contract documents hand over performance bank guarantee of value equivalent to 2.5% of the total contract value in the format specified by the employer in the concurrence with the consulting architects. The performance bank guarantee valid for six months (180 days) w.e.f. the date of agreement documents shall be released at the time of issue of virtual completion certificate of the total project or at any other earlier stage at the discretion of the employer on the basis of written consent of the consulting architect.
16. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
17. All item rates shall be quoted on the proper form of the tender alone.
18. An item rate tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period. This may be considered.
19. On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer/Architect shall be communicated to the Employer/Architect.
20. Special care should be taken to write in figures as well as in words and the amounts in figure only; in such a way that interpretation is not possible. The total amount should be written both in figures and words. In case of figures, the word 'Rs' should be written before, the figure of Rupees and words 'p' after the decimal figures, e.g. Rs 2.15 p and in case 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 rates in the bill of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
21. The acceptance of a tender will rest with the ORIENTAL INSURANCE COMPANY., which 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 any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
22. The OICL reserves the right to accept the tender in full or in parts and that the tenderer shall have no claim for revision of rates or other conditions if the tender is accepted in parts.
23. The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period, then the OICL shall be at liberty to forfeit Earnest Money paid along with the tender.
24. The Earnest Money Deposit of the tenderer whose tender is accepted shall be forfeited in full in case he does not remit the initial security deposits within the stipulated period or start the work by the stipulated date mentioned in the award letter.
25. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/ have tendered or who may and has/have tendered for the said work. Failure to

observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.

26. The work shall be carried out in stages, decided by the employer under the directions and supervision by the consulting architect **M/s Khatter & Associates**.
27. In case of any discrepancy / doubt drawings for the work can be seen at the office of architects **M/s Khatter & Associates**, Near old nabh chhor office first floor dabra Chowk Hisar, on any working day between 10.00 A.M to 12.00 A.M..
28. The following specialized works shall be carried out by the specialists firms or manufacturers with the approval of the architect:-
 - a. Stone and marble works
 - b. Steel/ aluminium doors and window and fins.
 - c. Electrical wiring and communication system wiring.
 - d. Painting/Decorative wall finish.
 - e. Plumbing/public health works.
 - f. Concrete mix design specialists.

The tenderer shall submit with his/their tender a list mentioning the names of the manufacturers/Special contracting agencies having requisite license/Specializations etc. in the special items listed above, who shall be associated with the contract if his/their tender is accepted.
29. Rebate /Discount, if any, offered by the contractor shall be mentioned on (Letter of acceptance) or the last page-depicting ABSTRACT of tendered cost. Rebate/ Discount mentioned on any other page except the two pages described/prescribed above shall not be considered at all and shall be rejected out rightly, to maintain transparency w.r.t. ambiguities pertaining to rebates mentioned in hidden places and subsequent exploitation as per convenience. The rebate/Discount shall be mentioned in figures as well as words for absolute clarity. In the event of any ambiguity/difference between rebates offered on letter of acceptance and abstract page, the judicious interpretation of the employer on the basis of recommendations of the architects shall be final for the evaluation of the tenders and comparative statement.
30. The quantities contained in the schedule are approximate only. The work, as actually carried out and done, will be measured up jointly from time to time with the architects and paid for as provided in the contract agreement.
31. The completion period of the work as entered in the agreement shall be strictly adhered by the contractor and shall be reckoned from the date on which the order to commence the work is issued to the contractor in writing.
32. The 'Notice Inviting Tender' shall form part of the Tender Documents.
33. The quantities of all works in bill of quantities are just indicative. Only required work as per respective site shall be carried out and all payments shall be as per actual executed works

Employer

Architect

Contractor

LETTER OF ACCEPTANCE

The Regional Manager(Estate)
 THE ORIENTAL INSURANCE COMPANY
 LTD, 2nd floor, LIC Building, Jagadhari Road,
 Ambala Cantt., Haryana

Sub: Preparation of “**REPAIR & RENOVATIONS OF HOUSE NO 1319 H.B.C. SECTOR 15 OF ORIENTAL INSURANCE COMPANY LTD**” in Hissar .

Sir,

I/We hereby tender for the execution of the work specified in the written memorandum within the time specified, at the rates specified therein and in accordance in all respects with the specifications, design, drawings and instructions supplied by your consulting architects M/s Khatter & Associates, Near Old nabh Chhor office 1st Floor, Dabra Chowk, Hisar which I/We have read very carefully.

MEMORANDUM

1	Name of work	REPAIR & RENOVATIONS OF HOUSE NO 1319 H.B.C. SECTOR 15 OF ORIENTAL INSURANCE COMPANY LTD,HISAR”
2	Earnest money	RS. 8500/- which will be Adjusted in security.
3	Percentage to be retained as security	8% of the bill. (Earnest money is to be adjusted in the security)
4	Time allowed for Completion	==== days
5	Date of commencement	Immediately from the date of written work order / letter of intent to commence this work.
6	Priced schedule of quantities	Rates indicated in the schedule attached with this tender
7	Liquidated Damage	Rs. 5000/- per day as per completion schedule up to a maximum of 50,000 after which the contract stands terminated.
8	Period of final measurement.	With in one month after handing over of the site complete in all respects.
9	Value of work for interim certificate	Nil
10	Release of security money	25% of the retention amount be released after 3 months from date of handing over the branch as verified by the architect, 25% of the security will be released after 6 months from the date of handing over

- 11 Defects Liability Period. the branch as verified by the architect and balance 50% shall be released on completion of 12 months of the defect liability period
12 months from the date of handing over the physical possession of branch.

Note: Quantities mentioned in this tender document may vary during execution of work at site. Payment will be made as per actual measurements. For extra quantities same rates will be applicable and no claim will be entertained.

Declaration: I/We hereby distinctly and expressly declare and acknowledge the submission of my/ our tender. I/we have carefully read and followed the invitation to tender, special condition general instructions and conditions of tender the detailed specifications and schedule of quantities and have clearly understood all the conditions of contract. I/We have also seen the location where the said work is to be executed and made such investigations as are required in regard to the materials required to be furnished, so as to enable me/ us to complete the work successfully.

I/We hereby deposit a demand draft/ pay order no..... dated..... For _____ in favour of " THE ORIENTAL INSURANCE COMPANY. AMBALA

I/We hereby agree to abide by and fulfill all the terms and conditions annexed hereto. Further I/We bind ourselves to execute the contract and commence the work within the time specified in Memorandum above, failing which I/we agree that my/ our earnest money shall stand forfeited.

I/We also agree to the retention money being deducted from my/ our bills in accordance with the conditions of contract.

I/we hereby agree that unless and until a formal agreement is prepared and executed in accordance with Articles of agreement, the tender together with letter of acceptance thereof shall constitute a binding contract between us.

It is also clearly understood that ORIENTAL INSURANCE COMPANY. reserve the right to reject any tender including the lowest without assigning any reasons whatsoever for such rejection.

I/We agree to keep the offer open for 90 days from the date of opening of tenders.
I/We offer a discount/rebate @ _____ % (____ percent) on _____

Yours faithfully,

**SIGNATURE OF THE CONTRACTOR
WITH OFFICIAL SEAL**

GENERAL CONDITIONS OF CONTRACT

1.0 INTERPRETATION:

In considering these conditions, the specifications, the priced schedule of quantities tender and agreement the following words shall have the meanings herein assigned to the extent where the subject or context otherwise requires.

1.1 "EMPLOYER" shall mean **THE ORIENTAL INSURANCE COMPANY. Regional Office, 2nd floor, LIC Building, Jagadhari Road, Ambala Cantt.**

1.1.2 "ARBITRATOR" shall mean **The head, THE ORIENTAL INSURANCE COMPANY. Regional Office, 2nd floor, LIC Building, Jagadhari Road, Ambala Cantt..**

1.2 "CONTRACTOR" shall mean M/s _____ and his (their) heirs, legal representative, assigns and successors.

1.3 "ARCHITECT" shall mean **M/s Khatter & Associates, Dabra chowk Hisar** and his (their) heirs, legal representative, assigns and successors.

1.4 "SITE" shall mean the site of the contract works as handed over by the employer .

1.5 "This Contract" shall mean the Articles of Agreement, these conditions, the Priced schedule of Quantities, the specifications, the Appendix and the Drawings, additional instructions issued till the receipt of the tender and subsequent correspondence if any till the date of acceptance of tender, and the letter of acceptance of contract."

1.6 "Act of Insolvency" shall mean any act of Insolvency as defined by the Presidency Town Insolvency Act, or the provincial Act or any amending statute.

1.7 "Notice in writing" or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

1.8 "Virtual completion" shall mean that the branch is in the opinion of architect fit for occupation after removing the defects pointed out during the final inspection.

1.9 Words imputing persons include firms and corporations, words imputing the singular only also include the plural and vice versa where the context so requires.

1.10 "Net prices" if in arriving at the contract, amount the contractor shall have added to or deducted from the total of the items in the tender any sum either a percentage or otherwise, than the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender, as the price of total item as similar percentage or proportionate sum, provided always that in the or proportion of the sum so added or deducted by the contractor, the total amount of any prime cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression net rates or net prices when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

2.0 SCOPE OF CONTRACT

The contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of the architect. The architect may in their absolute discretion from time to time issue further drawings and or written instructions, details directions and explanations which are hereafter collectively referred to as "architect' instructions" in regard to:-

- a) The variation or modification of the design, quantity or quality of works or the additions or omissions or substitution of any work.
- b) Any discrepancy in the drawing or between the schedule of quantities and/or drawing and or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of other materials there of.
- d) The removal and re-execution of any works executed by the contractor.
- e) The dismissal from the works of any person employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects under clause (23.0 & 27.0).

The contractor shall forthwith comply with and duly execute any work comprised in such architect instructions provided always that verbal instructions, directions and explanations given to the contractor or his engineer upon the works by the architect shall if involving a variation be confirmed in writing by contractor with in seven days & if not dissented from in writing with in a further period of seven days by the architect such shall be deemed to the architect's instructions with in the scope of contract.

If compliance with the architect's instructions as aforesaid involves work more and or less, beyond that contemplated by the contract, then unless the same were issued owing to some breach of this contract by the contractor, the employer shall pay to the contractor on the architect's certificate the price of the said work as an extra to be valued as here in after provided/or expenses and/or loss.

3.0 **DRAWINGS AND SCHEDULE OF QUANTITIES**

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

The architect shall furnish, with in such time as they may consider reasonable, two copies of any additional drawings which in their opinion may be necessary for the execution of any part of the work. Such copies be kept at the site of work and the architect or their representatives shall at all reasonable times have access to the same. The same shall be returned to the architect by the contractor before the issue of the final certificates for the balance of his account under the contract. This contract, the signed drawing, specification and schedule of quantities shall remain in the custody of the Regional Manager, Estate. ORIENTAL INSURANCE COMPANY, & the certified copy of same shall be supplied to contractor & the architect.

4.0 **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:**

The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawing, priced schedule of quantities and specifications taken together, whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred there from. If the contractor finds any discrepancy therein he shall immediately and in writing refer the same to the architect whose decisions shall be final. Figured dimensions shall be followed in preference to scale.

The contractor shall provide for ground and municipal water and electricity for carrying out of the work. In case of water being brought from any other sources, the same shall be got tested and used

Only after specific written permission from the architect. The employer shall on no account be responsible for the expense incurred by the contractor for hired ground or water or electricity obtained from any source. All connections for distribution from the electric main to the points shall be to the contractor's account. He shall arrange to install a rented meter and pay for the energy consumed by him. All wiring from the switch board and meter shall be removed by the contractor on completion of the work. He shall line to the satisfaction of the architect.

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

5.0 AUTHORITIES NOTICES AND PATENTS:

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

In case the contractor shall not within seven days receive such instructions, he shall proceed with the work conforming to the provisions, regulations or Bye-Laws in question.

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

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

6.0 SETTING OUTWORKS:

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the land and correctness of the position, levels, dimensions alignment of all parts thereof. If any time any error shall appear during the progress of any part of the work the contractor shall at his own expense rectify such error, if called upon, to the satisfaction of the architect.

7.0 MATERIAL AND WORKMANSHIP TO CONFORM TO DESCRIPTION:

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

The contractor shall upon the request of the employer furnish them with all invoices, accounts receipts and other vouchers to prove that the material comply therewith. The contractor shall at his own cost arrange for and or carry out any test of materials from the authorized laboratory as deemed necessary by the architect may require.

8.0 SUPERVISION:

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

9.0 DISMISSAL OF WORKMAN:

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

10.0 ACCESS:

The architect & their representative and the employer shall at all reasonable times have free access to the work or to the workshop, factories or other places where materials are being prepared or constructed for the contract and also to any place where the materials are lying or from which they are being obtained. The contractor shall give every facility to the architect /Employer and their representative, necessary for inspection and examination and test of the materials and workmanship. No person other than those persons authorized by the architect shall be allowed on the works at any time without the written permission of the.

If any work is to be done at a place other than the site of the works, the contractor shall obtain the written permission of the architect.

11.0 CLERKS OF WORKS:

The term "CLERK OF WORKS" shall mean the person appointed and paid for by the employer acting under the orders of the architect to inspect the works in the absence of the architect. The contractor shall afford to clerk of works every facility and assistance for examining the works, materials, for checking and measuring time and materials. Neither the clerk of works nor any representative of the architect shall have power to revoke, alter, enlarge or relax any requirements of the contract or to sanction any work additions, alterations deviations or omissions or any extra work, whatever except in so far as such authority may be specially conferred by a written order of the architect.

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

The architect will from time to time examine the work, the clerk of works or their representative, 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 completed. Subject to the limitations of this clause, the contractor shall take instruction only from the architect only.

12.0 ASSIGNMENT AND SUBLETTING:

The whole of the work included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or indirect the contract or any part, share or interest and shall not take a new partner without the written consent of the architect, and no sub-letting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendent of the work during their progress.

13.0 VARIATIONS:

The Contractor may when authorised and shall, when directed in writing by the Employer add to, or vary the works shown in the drawings or described in the specifications or included in the priced schedule of the quantities. The Contractor on his own accord shall make no addition, omission or variation without such authorization of direction. A verbal authorization of direction by the Employer shall when confirmed correctly by the Contractor in writing within 3 days shall be deemed to have been given in writing.

14.0 SCHEDULE OF QUANTITIES:

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

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

15.0 SUFFICIENCY OF SCHEDULE OF QUANTITIES:

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

16.0 MEASUREMENT OF WORKS :

The architect may from time to time intimate to the contractor that they require the work to be measured and the contractor shall forthwith attend or send a qualified person to assist the architect or their representatives in taking such measurements and calculation and to furnish all particulars or to give all assistance required by either of them.

Should the contractor fail to attend or neglect or omit to send such person, the measurement taken by architect or their authorized representative or approved by them shall be taken to be the correct measurement of the work. Such measurements shall be taken as mentioned in the specification. or if not specified in accordance with the method of measurement of building and civil engineering works IS: 1200- latest.

The contractor or their agents may at the time of measurement take such notes of measurements as they may require. The final measurement and valuation in respect of the contract shall be completed within the "Period of Final Measurement" stated in the Appendix. No claims shall be entertained in respects of work after submission of the final bill by the contractor.

Items which are not as per approved drawings or not according to the specifications shall not be measured.

17.0 PRICES FOR EXTRAS ETC. ASCERTAINMENT OF:

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:

I) The net rates or prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.

ii) If the rates for the extra, altered or substituted or (deviated) work are not provided for (available) in the schedule of quantities, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items. For the purpose of such deviation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills/vouchers dependable printed price schedule of building materials of different type shall be adopted, using factors and constants for quantum of materials, labour, T & P and sundries, form standard analysis of rates adopted by the National Building Organisation, Ministry of Works and Housing, Government of India in preparation of All India Standard Schedule of Rates, 1977/DAR and adding 15% over towards profit and overheads. When called upon to do so, the contractor shall submit the required purchase bills/vouchers.

iii) In respect of a contract which incorporates more than one schedule, the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, shall be taken as the lowest applicable rate in other schedules. Similarly in case (ii) above if similar in near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, similar or near similar items from the other schedule shall be adopted.

iv) In the case of additional, altered substituted (deviated) for which rates cannot be reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices, substantiated by purchase bills/vouchers using factors and constants for quantum of materials, labour, T & P and sundries from standard analysis of rates adopted by the National Building Organization, Ministry of Works and Housing, Government of India in preparation of All India Standard Schedule of Rates, 1977/DAR and adding 15% over towards profit and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers to the Architect's and Employer.

v) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additional, altered for substituted deviated work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will decided by the employer.

i) In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principles enunciated and the Architect, after scrutinizing the analysis any other papers furnished will allow such rates as he considers reasonable after obtaining Employer's sanctions.

vii) Where extra work is of such a nature that it cannot be properly measured or valued, the contractor shall be allowed day work priced at the net rates stated in the tender or the priced schedule of quantities or if not so stated then in accordance with the minimum local day work rates and wage for the district notified by the concerned authority provided that in either case if required by the Architects, vouchers, muster rolls and other documents, required for proper verification of the labour employed and the materials deployed on the said work and the costs thereof be delivered to the Site Engineer, Architect or his representative on or before the end of the week following that in which the work has been executed.

The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the Architects and Employer. The margin to be allowed on actual costs to the contractor towards profit and overhead shall be 15%.

18.0 NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:

The contractor shall give not less than seven days notice in writing to the architect before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured. Any work is covered is up or placed beyond the reach of the measurement without such notice having been given or architect consent being taken, the same shall be uncovered at the contractors expenses or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

19.0 DISMANTLED MATERIAL TO BE EMPLOYERS PROPERTY:

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

20.0 RETURN OF SURPLUS MATERIALS:

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

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

21.0 REMOVAL OF IMPROPER WORK:

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

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

22.0 DEFECTS AFTER COMPLETION:

The defects in building, shrinkage settlements, leakages, dampness, faults in public health & electrical works or other faults which may appear within "defects liability period" stated in appendix hereto or if not stated then within twelve months after the virtual completion of the works, arising in the opinion of the architect from material or workmanship not in accordance with the contracts, shall upon the direction in writing of the architect, and within such reasonable time as shall be specified there in , be amended and made good by the contractor, at his own cost, unless the architect shall decide that he ought to be paid for such amending and making good, and in case of default the employer may employ and pay other person to amend and make good such defects, shrinkage settlement or other faults, and all damage, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the employer or may be deducted by the employer upon the architect certificate in writing from any moneys due to or that may become due to the contractor or the employer may in lieu of such amending and making good by the contractor deduct from any money due to the contractor a sum to be

determined by the employer, equivalent to cost of amending such works and in the event of the amount retained under clause 38.0 being insufficient to recover the balance from the contractor, together with any expenses the employer may have incurred in connection therewith.

Should any defective work have been done or materials supplied by any sub contractor employed on the works who has been nominated or approved by the architect as provided in clause no. 24 & 11, the contractor shall be liable to make good in the same manner as if such work of materials had been done or supplied by the contractor and subject to the provision of this clause and clause no. 2.0 hereof.

The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the architect of any certificate or passing of any account.

23.0 CERTIFICATE OF VIRTUAL COMPLETION:

The works shall not be considered as completed until the architect have certified in writing that they have been virtually completed and the defects liability period shall commence from the date of such certificate or the passing of accounts. Such certificate of virtual completion shall not be issued until the contractor shall have cleared the site of all malba, removed dirt & dust from the wood work & floors & cleaned all doors & windows, paint etc.

24.0 SUBCONTRACTORS:

All specialists, Merchants, Tradesmen and other executing any work or supplying and fixing any goods or for which provisions are included in schedule of quantities and specifications who may be nominated or selected by the architect are hereby declared to be sub contractors and are here in referred to as nominated sub-contractors.

Nominated sub-contractor shall be employed on or in connection with the works against whom the contractor shall make reasonable objection or (save where the architect and the contractors shall otherwise agree) who will not enter into a contract providing:

- a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the subcontract as the contractor is under in respect of this contract.
- b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the subcontractors or his servants or agents on any misuse by him or then or any scaffolding or other plant and property of the contractor or under any workman's compensation Act in force.
- c) Payments shall be made to the nominated sub-contractor within fifteen days after the architect's certificate provided that before any certificate is issued the contractor shall upon request, furnish to the architect, proof that all nominated sub-contractor accounts included in the previous certificate have been duly discharged, in doubt the employer may pay the same upon the certificate of the architect and deduct the amount thereof from any sums due to the contractor. The exercise of his power shall not create privities of contract as between employer and the sub-contractor.

25.0 DATE OF COMMENCEMENT AND COMPLETION:

The contractor shall be allowed admittance to the site on the "Date of Commencement as stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except for painting & such other decorative works as the architect may desire to delay) on or before the "Date of completion" stated in the Appendix, subject, nevertheless to the provisions for extension of time herein after contained.

26.0 DAMAGES FOR NON COMPLETION:

If the contractor fails to complete the work by the Date of completion stated in the appendix or within any extended time under clause 33.0 hereof and the architect certify in writing that in their opinion the same ought reasonably have been completed, the contractor shall pay or allow the Employer the sum named in the Appendix as "Liquidated Damages" for the period during

which the said works shall so remain incomplete and the employer may deduct such damage from any moneys due to the contractor.

27.0 FORCE MAJEURE:

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

b) If the contractor is wholly prevented from performance of the contract for a period in excess of thirty (20) consecutive days because of a force majeure, the employer may terminate this contract by thirty days written notice delivered to the contractor & if it exceeds ninety (90) consecutive days, the contractor may terminate this contract by thirty (20) days written notice to the employer.

In the event of this contract is so terminated the contractor shall be paid only for the executed part.

28.0 DELAY AND EXTENSION OF TIME:

If in the opinion of the architect the works be delayed:

- (a) by force majeure
- (b) by reason of any exceptionally inclement weather
- (c) by reason of proceedings taken or threatened by or disputes with a adjoining or neighboring owners or public authorities
- (d) By the works or delays of other contractor or tradesman engaged by the employer and not referred to in the schedule of quantities and/or specifications
- (e) By reasons of architect & instructions as per clause No.2.0
- (f) By reasons of civil commotion, local combination of workers or strike or lockout affecting any of the building traders
- (g) in consequence of the contractor not having received in due time necessary instructions from the architect for which he shall have specifically applied in writing (h) from other causes which the architect may certify as beyond the control of the contractor

In case of strike or lock-out the contractor shall as soon as possible give written notice thereof to the architect, but the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of architect to proceed with the work. A hindrance register to be maintained by the employer in which any recording of hindrance shall be jointly signed by the contractor & architect.

29.0 FAILURE BY CONTRACTOR TO COMPLY WITH ARCHITECT /EMPLOYERS INSTRUCTIONS:

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

30.0 SUSPENSION:

If the contractor except on account of any legal restraint upon the employer preventing the continuance of the work or in case of a certificate for interim payment not paid within the period for honoring the certificate, shall suspend the works 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 in respect of clause no.2.0, the employer through the architect shall have the power to give notice in writing

to the contractor requiring that the work be provided with reasonable manner and with reasonable dispatch such notice shall support to be a notice under this clause. After such a notice shall have been given, the contractor shall not be at liberty to remove from the site of the work or from any ground contained thereto any plant or from any plant or materials belonging to him which shall have been placed thereon for the purpose of the works and the employer shall have a lien upon all such plant and materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for seven days after such notice has been given to proceed with the works as therein prescribed the employer may proceed as provided in clause no. 32

31.0 TERMINATION FOR CONVENIENCE:

The employer may at any time terminate this contract for convenience upon 20 days written notice to the contractor. Upon issuance of termination notice by the employer or upon receipt of such notice by the Contractor, the Contractor shall, unless the notice provides otherwise, immediately discontinue all work and the placing of all order for commodities and shall terminate all existing employment contracts, order and sub contractors. No extra payment shall be made to the contractor.

32.0 TERMINATION OF CONTRACT BY THE EMPLOYER:

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

- a) Has abandoned this contract.
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the architect written notice to proceed with the work or remove materials from the site or to pull down and replace the said material.
- c) Has failed to remove works within seven days after receiving from the architect written notice that the said material of work were condemned and rejected by the architect under these conditions
- d) Has failed to proceed with the works with such due diligence and failed to make such due progress as would be enable the work to be completed within the time agreed upon.
- e) Has neglected or failed persistently to observe and perform, all or any of the acts, mater or things by the contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same .
- f) Has failed to the detriment of good workmanship or in defiance of the architect instructions to contrary sublet any part of contract.

Then and in any of the said cases the employer with the written consent of architect may, not withstanding any previous waiver after giving seven days in writing to the contractor determine

the contract, but without thereby affecting the powers of the architect or the obligation and liabilities of the contractor the whole of which shall continue to be in force as fully as if the contract has not been executed by or on behalf of the contractor and further the employer with the consent of the architect, by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffolding sheds, machinery driven by steam or other power, utensils and materials lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen carrying on and completing the works by employing any other contractors or other persons or persons to complete the works and the contractors shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using materials and plant for the works. When the work shall be completed, or as soon thereafter as convenient the architect shall give a notice in writing to the contractor to remove his surplus materials and plant and should the contractor fail to do so within a period of 14 days after receipt thereof by him, the employer may sell the same by public auction and shall give credit to the contractor for the amount so realized, the architect shall thereafter, ascertain and certify in writing under their hand (if anything) shall be use or payable to by the employer, for the value of the said materials so taken possession of by the employer, and the expense or loss which the employer shall have been put to in getting works to be so completed and the amount if any owing to the contractor and the amount which shall be so certified shall thereupon, be paid by the employer, as the case may be, and the certificate of the architect shall be final and conclusive between the parties.

33.0 **TERMINATION OF THE CONTRACT BY THE CONTRACTOR**

If payment of the amount payable by the employer under the certificates of architect with interest as provided for here in after shall be in arrears & unpaid for thirty days after notice in writing requiring payment of the account with interest as aforesaid shall have been given by the contractor to the employer, or if the employer interferes with or obstructs the issue of any such certificate, or the employer commits any such "act of insolvency" or if the employer " being an individual or firm shall be adjusted as insolvent or (being an incorporated company) shall have an order made against him or pass an effective resolution for winding up either compulsory, or subject to the supervision of the court of law or voluntarily or if the official assignee of employer shall liquidate the contract, or if the official assignee of the liquidator in any such winding up shall unable within fifteen days after notice to him requiring him so to do, to show to the reasonable satisfaction of the contractor that he is able to carryout and fulfill the contract & to make all payments due, and to become due there under & if required by the contractor to give security for the same or if the works to be stopped for three months under the order of the architect or the employer or by an induction or other order of any court of law, then and in any of the such case the contractor shall be at liberty to determine the contract by notice in writing to the employer, through the architect and he shall be entitled to recover from the employer payment for all works executed & for any less he may sustain upon any plant or purchase or work prepared for the purpose of the contract.

In arriving at the amount of such payment the net rate contained in the contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with clause 17 there of.

34.0 **CERTIFICATE OF PAYMENTS:**

The contractor shall be paid by the employer from time to time by installments under interim certificates to be issued by the architect to the contractor on account of the works executed. When in the opinion of the architect works to be the approximate value, named in the appendix" as value of work for interim certificates" (or less at the reasonable discretion of the) has been executed in accordance with this contract subject, however, to a retention of the Percentage of

such value named in appendix hereto "as Retention percentage" for interim certificate, plus 75% cost of non- perishable materials brought at site by the contractor for use in the work.. The contractor shall be paid by the employer in accordance with the certificate to be issued by the architect the sum of money named in the appendix as release of security after virtual completion and the contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the architect at the expire of the period referred to as "Defects Liability period" in the appendix hereto, from the date of virtual completion or soon after the expire of such period as the work shall have finally completed and all defects made good according to the true intent has been executed in accordance with the contract, subject and meaning hereof whichever shall last happen, provided always that the issue of any certificate during the clause 2.0 and 24.0 (Defects after completion) by the architect & in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the certificate and in case of all defects and insufficiencies in the works or materials which on a reasonable examination would have not disclosed. No Certificates of the architect shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

The architect shall have power to with hold any certificate if the work or any part thereof is not being carried out to their satisfaction. Payments upon the architect certificate shall be made within the period named in the appendix "period of honoring certificate" after such certificate has been delivered to the employer.

35.0 DELAYED PAYMENT:

Any amount payable by the employer to the contractor in pursuance of any certificate given by the architect hereunder shall if not paid with in the period of honoring certificate, named in the appendix, carry interest at the rate of interest for delayed payment from the date upon which such sum ought to have been paid by the employer until payment.

36.0 DAMAGES THROUGH NATURAL CALAMITIES:

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

37.0 CLEARANCE OF SITE:

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

The work shall not be treated as complete in all respects unless these requirements are fulfilled by him. In the event of contractors failure to do so, the architect and the employer shall have the right to get the site cleared dust and dirt removed from floors doors and windows etc. cleared of splashes at the contractors risk and cost without prejudice to the architect under clause 25.0 the contract.

38.0 MINIMUM WAGES ACT AND RULES:

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

"The CPWD Safety Code" framed time as well as "Model Rules" for the protection of health and sanitary arrangements for workers employed by CPWD or its contractors shall also form part of this contract.

39.0 RIGHT OF TECHNICAL SCRUTINY OF FINAL BILL:

The employer shall have a right to cause a technical examination of the works and final bill of the contractor including all supporting vouchers, abstract etc. to be made at the time

of payment of final bill. If as a result of this examination or otherwise, any sum is found to have been overpaid or paid or over certified it shall be lawful for the employer to recover such over payments.

40.0 ARCHITECTS / EMPLOYERS DELAY IN PROGRESS:

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

41.0 EMPLOYER ENTITLED TO RECOVER COMPENSATION PAID TO WORKERS:

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

42.0 DISPUTES BE FINALLY DETERMINED BY ARCHITECT

The decision, opinion, direction, certificate or valuation with respect to all or any of the matters under clauses 2(a), 2(b), 4(a), (b), (c),7,12,18,19,23,33, 35, 36, 37 hereof (which matters herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the architect or any refusal of the architect to give any of the same shall be subject to the right of Arbitration and review in the same way, or if the employer intrudes with or obstruct the issue of the contract, or if the official assigned or the liquidator or if the works be stopped the three months under the order, in all respects (including the provision as to opening the reference) as if it were a decision of the architect under following clause.

The amount deposited by the contractor along with his tender shall be retained with the Employer and it shall be adjusted as security money which shall be returned to the contractor as per conditions laid in appendix to condition of contract. In case of defaults in any of the fore going conditions the deposit amount shall be forfeited to the employer.

43.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

All disputes, differences, of any kind whatever arising out of or in connection with the contract or the carrying out of the works(whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the contract but not later than twenty eight days after the architect has issued the final certificate as provided in clause 40 of this agreement)shall be referred to and settled by **The head, THE ORIENTAL INSURANCE COMPANY LTD. Regional Office, 2nd floor, LIC Building, Jagadhari Road, Ambala Cantt.Hissar** , the sole arbitrator or any other person nominated/appointed by him/her who shall state his/her decision of the in writing. Such decisions may be in form of final certificate or otherwise. The decision of the architects with respect to the any of the accepted matters shall be final and without appeal as stated in the proceeding clause. But if either the employer or the contractor be dis-satisfied with the decision of the architect on any matter, questions or disputes of any kind(except of ACCEPTED MATTERS) of as to the withholding by the architect of any certificate to which the contractor any claim to be entitled then and in an such case either party (the employer or the contractor) may within twenty eight days after receiving notice of such decision give a written notice to the other party through the architect requiring that such matter in dispute be

arbitrated upon. Such disputes and such dispute or differences of which such written notice has been given shall be and is hereby referred to the arbitration and the final decision of single arbitrator.

The sole arbitrator shall have power to open up and review and revise any certificate, opinion, decision, requisition or notice, save in regard of the accepted matters referred to in the proceeding clause and to determine all matters in dispute which shall be submitted to him and of which notice shall have been given aforesaid.

Upon every or any such reference the cost of and incidental to the reference and award respectively shall be the discretion of the arbitrator who may determine the amount thereof or direct the same to be taxed between attorneys and employer or as between party and party and shall be borne and paid. This submission shall be deemed to be submission of the ARBITRATION AND CONCILIATION ORDINANCE 1996 or may statutory modification thereof. The award of the arbitrator shall be final and binding on the parties. Such reference except as to the withholdings by the architect of any certificate under clause 40 to which the contractor claims to be entitled shall not be opened or entered upon until after the completion of alleged completion of the works or until after the practical cessation of the works arising from any clause except with the consent in writing of the architect in any way delay the carrying out of the works by reasons of any such matter, question or dispute being referred to as arbitration, but shall proceed with the work being with all due diligence and shall until the decision of the arbitration be given abide by the decision of the architect and no award of the arbitrator shall relieve the contractor of his obligations to adhere strictly to the architect's instructions with regard to the actual carrying out of the work. The employer and the contractor hereby agree that the arbitration under this clause be a condition precedent to any right of action under the contract.

44.0 **MARKET FLUCTUATIONS:**

The contract price shall be based on current market rates for labour and materials and are not subject to any increase in such rates.

45.0 **CONSULTANT ARCHITECT'S STATUS:**

The architect in conjunction with employer shall have general supervision and direction of the work. He has authority to stop the work, whenever such stoppage may become necessary to ensure the proper execution of the work contract. He shall also have authority to inspect and reject all work and materials which do not conform to the specifications and to direct that application of contractor's forces to any portion of the work, as in his judgment is required and to order the said force increased or diminished and to decide questions which arise in the execution of the work.

The architect shall have the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any clarification the contractor may appeal to the employer through architect whose decision shall be final and binding on the contractor. The above inspection shall, however not relieve the contractor of his responsibilities in regard to defective materials or workmanship and the necessity for rectifying or replacing the same. The judgment of architect for determining the category of an item not mentioned, in the schedule shall be final.

46.0 **DEVIATION LIMIT FOR TENDER QUANTITIES BEYOND 25%**

The tender rates shall hold good for any increase in the tendered quantities up to variation of 25%. In case tender quantities of an individual item exceeds the deviation limit of 25% the rates for the excess quantities over and above the deviation limit shall be payable as per market rate analysis, sustained by purchase vouchers/bill using constant only of materials, labour, T & P etc. from all Indian Standard analysis of rates published by NBO/DAR with 15% contractor's profit and overheads. For non-schedule items, constant of material, labour, T & P etc. shall be decided by the Engineer in-charge of Employer, and Architect based on the actual observation at site.

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

EMPLOYER

CONTRACTOR

APPENDIX TO CONDITIONS OF CONTRACT

1	Name of work	FURNISHING OF HOUSE NO 1319 HBC SECTOR 15 OF ORIENTAL INSURANCE COMPANY LTD AT HISAR”
2	Earnest money	. 8500 which will be Adjusted in security.
3	Percentage to be retained as security	8% of the bill. (Earnest money is to be adjusted in the security)
4	Time allowed for Completion	20 days
5	Date of commencement	Immediately from the date of written work order / letter of intent to commence this work.
6	Priced schedule of quantities	Rates indicated in the schedule attached with this tender
7	Liquidated Damage	... 5000/- per day as per completion schedule up to a maximum of 50,000 after which the contract stands terminated.
8	Period of final measurement.	With in one month after handing over of the site complete in all Respects.
9	Value of work for interim certificate	Nil
10	Release of security money	25% of the retention amount be released after 3 months from date of handing over the branch as verified by the architect, 25% of the security will be released after 6 months from the date of handing over the branch as verified by the architect and balance 50% shall be released on completion of 12 months of the defect liability period
11	Defects Liability Period.	12 months from the date of handing over the physical possession of branch.

Note: Quantities mentioned in this tender document may vary during execution of work at site. Payment will be made as per actual measurements. For extra quantities within permissible rates will be applicable and no claim will be entertained.

EMPLOYER

ARCHITECT

CONTRACTOR

ARTICLES OF AGREEMENT

This agreement is made on _____ day of _____ 2018 between THE **ORIENTAL INSURANCE COMPANY LTD., Regional Office, 2nd floor, LIC Building, Jagadhari Road, Ambala Cantt.**

(Hereinafter called "The Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of certain works should be executed viz. of **FURNISHING OF Flat no. 1319, H.B.C. OF THE ORIENTAL INSURANCE COMPANY LTD** " in Hissar . and has by letter of acceptance dated _____ accepted a tender by the contractor for the execution, completion, and maintenance of such works. Now THIS AGREEMENT WITNESSES as follows:

In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to:

The following documents shall be deemed to form and to read construed as part of this agreement, viz.

- i) Original tender document.
- ii) Relevant correspondence all letters/correspondence forming part of contract and referred to in acceptance letter.
- iii) Acceptance letter.
- iv) Bill of quantities.
- v) The drawings.
- vi) Time and progress chart.
- vii) Other additional documents as required,
- viii) Article of Agreement.

The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities of discrepancies the latest documents issued by the OICL shall prevail over on earlier documents.

* Give the Name, Destination and Address of the Contractor.

In consideration of the payment to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to perform execute, complete and maintain the work in conformity in all respects with the provision of the contract.

The employer hereby covenants to pay the contractor in consideration of the execution, completion and maintenance of the works such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities/bill of quantities prescribed in the contract.

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day, month and year first above written.

SIGNED AND SEALED AND DELIVERED BY THE

Said _____
(Name _____)

On behalf of the contractor

In the presence of

Name: _____

Address: _____

said _____
(Name _____)

on behalf of the employer

in the presence of

Name: _____

Address: _____

- This form is included in the tender documents only for the information of the tenderers. Only the successful tenderer will be, in due course, required to complete the form.

PREAMBLE TO BILL OF QUANTITIES

RATES TO INCLUDE:

Rates quoted shall be for the items completed in all respect at all floors/heights/levels including all taxes, octroi and the cost of all materials, fittings, fixtures, all labour and for all the operations as detailed in the specifications and contract conditions. Apart from other factors mentioned in the specifications and contract conditions, rates quoted for the items in this schedule shall also include the following:

1 GENERAL:

i) Whether mentioned or not in the Bill of Quantities, all works are to be carried out as per the drawings, designs, catalogues and or instructions of the Architects/OICL. Nothing extra shall be paid over the quoted rates for not understanding the designs etc. before hand.

ii) Sample of all works/items shall be got approved from the Architects/OICL before taking the mass production in hand and nothing shall be paid for the cost of samples.

iii) Any incidental work required to complete the item and not specifically covered in the item as mentioned in Bill of Quantities shall be completed at no extra cost.

iv) Unless otherwise specified all exposed surfaces of wood/wooden mouldings and plywood of loose furniture/items tops shall be finished in at least two coats of melamine polish, including staining to match the shades of laminates etc.

v) Unless otherwise specified, all inner surfaces, sides and under sides of furniture items, drawers/cabinets shall be polished/Painted flat oil painted as directed by Architects / OICL.

vi) All exposed edges of plywood/block boards shall be finished with steam beach wood lipping 5-6 mm thick of profile as per detail and Melamine polished unless otherwise specified and no extra cost shall be paid.

vii) All furniture items shall be delivered at site packed in polythene sheets.

2. WOOD WORKS:

i) Where ever ply is mentioned it will mean ply wood.

ii) All Board / Ply will be of BWP Type.

3. HARDWARE:

i) Necessary handles, tower bolts, ball catchers, stoppers, hinges, brass/GI screws, nails, locks, sliding rails, nut and bolts etc. shall be provided by the Contractor which shall be of the approved make of these materials annexed in the technical specifications/approved by Architects/OICL. All drawers, key boards shall always be run on sliding rails of approved make.

4. PAINTING AND POLISHING:

i) All finishes, shade of colours, texture of fabrics including all surfaces of finishes like POP, painting, lamination, paneling, stitching joints in upholstery, all polishing shall be as per the satisfaction of the Architects/OICL.

ii) Before painting, the surface is to be free from mortar dropping and other foreign matter including preparing the surface and sand papered to give an even surface for painting and polishing items on all kinds of wood and wood based surfaces.

iii) All painting work to be completed with at least one coat of the primer along with two coats of the paint as per the Technical Specification, Manufacturer's specification and to the satisfaction of the Architects/OICL.

All the polishing works to be completed with at least two coats of the polish of the approved make as per the list of approved manufacturers and to the full satisfaction of the Architects/OICL.

5. GLASS WORKS:

The edges of glass tops for tables wherever shown shall be beveled as per approval of the Architects.

6. PARTITIONS AND PANELLING

- i) Quoted rate shall include labour/materials required to fix the sub-frame to the wall with MS flats ('L'/'U') shape clamp with adequate screws and repairing the portion damaged while putting the gutties. etc. and making good the same.
- ii) Quoted rate shall be inclusive of making provisions for electrical conduits and switch boxes and time required while coordinating with other Contractors for the final finishing of the work. The partition frame work shall be provided up to the RCC slabs at top but measurement for payment shall be of partition up to false ceiling and frame /support of partition above false ceiling shall be carried out within the quoted rate for which no extra shall be paid.
- iii) All electrical works shall be got carried out through licensed Electrical Contractor having experience of similar work and duly approved by Architects/OICL. The work shall be executed as per specifications and strictly in keeping with relevant IS code and rules and regulations of authorities.
- iv) All work/materials will be as per good engineering practice.
- v) Wherever glass is mentioned it will be clear float glass.

SPECIFICATIONS

1. GENERAL:

- a) This section of the specifications covers all general civil work is any, for which no separate detailed specifications have been included.
- b) All these works shall be done in accordance with the drawings and instructions for the Engineer-in-charge. Unless otherwise so specifically mentioned, the latest CPWD Specifications (New Delhi) for the particular item of work shall be followed. In case of any dispute regarding the intent of the specifications, the Architect's decision shall be final.
- c) All work shall be done as per approved drawings, specifications, site instructions and with specified materials/makes as approved. In case the Contractor desires to substitute an approved/specified material/make with an alternative one he must get specific approval of the same before its use in the work. Failure to do so will make the work liable to rejection irrespective of the fact that it might not have been detected and rejected earlier.
- d) All finished work must be truly vertical and horizontal or in any other plane as shown and required and true to lines and levels. The contractor must inspect the various existing surfaces and areas on which he has work on and take whatever measures necessary to achieve the above objective and include the cost of the same in his rates as no extra will be payable for this purpose.
- c) Samples of all items of work shall be prepared and got approved before proceeding with the work. For partitions complete layout shall be marked on the floor at the site for inspection and checking and installation shall commence only after architect's approval.
- d) Teak wood used anywhere in the work shall be CP Teak wood. If anything to the contrary is mentioned elsewhere in these documents or drawings the above shall prevail and the contractor shall be deemed to have quoted their rates accordingly.

2. WOOD WORK AND JOINERY:

a) PLY WOOD:

Ply wood shall be BWP quality phenol bonded as per relevant Indian Standard Specifications with commercial or decorative facing as required. These shall be obtained from approved sources and thickness shall be as shown in drawings.

b) BLOCK BOARDS:

Block board shall be Grade-I exterior grade bonded with BWP type synthetic phenol bonded adhesives. These shall be of the required thickness and type and obtained from approved sources.

c) LAMINATE:

Laminates where specified shall be of approved brand type, texture and thickness and manufacturer as per IS: 2046-1969. Fixing of laminates shall be done as per best trade practices and strictly as per printed instructions of the manufacturers using phenol Formaldehyde Synthetic Resin adhesive of approved make.

d) **JOINERY:**

All details shall conform to the drawings, but all measurements shall be checked at site. The scantlings shall be accurately planned and finished smooth to hold full dimensions shown in the drawings after finishing and rebates, rounding and mouldings made before they are framed. No patching or plugging of any kind shall be prepared and got approved by the Engineer before proceeding with bulk manufacture.

3. **IRONMONGERY:**

a) This section shall cover all finish hardware, latches, locks and other fittings and fixtures etc., used in wood doors. All finish hardware shall be well made, reasonably smooth, and free sharp edges and corners flaws and other defects and shall be as per relevant Indian Standard Code. Unless otherwise required all finish hardware shall be polished brass.

b) All hardware shall be of approved make and shall be specifically got approved by the Engineer before ordering. No fittings and fixtures shall be fixed before all major work is over. While fixing correct handling of fixtures shall be ensured.

c) All finish hardware shall be fixed by skilled carpenters experienced in this work. Work shall be done as per manufacturer's printed instructions and to the satisfaction of the Engineer.

d) All hardware fixed to respective locations shall be adequately protected from damage and splashes of mortars and paints by covering suitably with Jute clothes/Black PVC sheet till handing over of the work to the Engineer/Owner to his satisfaction. The finished hardware shall be absolutely clean without any foreign materials and fully showing original finish in its best condition.

SPECIFICATIONS AND SPECIAL CONDITIONS OF ELECTRICAL WORKS

1. SCOPE OF WORK

This section covers complete electrical interior works, relocation of switch control box and wiring in existing conduit and providing additional conduit for light/socket outlet points , telephone system call bell system , fire alarm system , computer terminals and other miscellaneous items as indicated.

The matter contained in this section shall be read in conjunction with all other relevant works forming part of the complete interior work of the office area. The work shall be carried out by a reputed , specialist , licensed electrical contractor approved by the Architect / Employer .

The work shall be executed in accordance with the latest Indian Electricity Rules, the drawings and latest edition of IST code for relevant items. The choice of material shall be primarily guided by IST code whereas for methodology of works, CPWD's Specifications shall be followed. Where ever, any specifications are not covered under aforesaid document or any discrepancy is observed between drawings and specifications the decision of Engineer shall be final and binding.

2. VERIFICATION OF SITE

The Contractor shall survey the site and acquaint himself with the prevailing site conditions. The contractor shall verify at the site the information regarding existing conduits, outlets, switch control boxes, levels and dimensions, etc. , and shall remain responsible of taking use to the maximum extent of these conduit and boxes . On verification if any discrepancy is found between what is shown in the drawings and what is actually existing the contractor before proceeding with further works shall immediately bring the same to the notice of the Engineer .

3. PROGRAMME OF WORKS AND METHOD OF CONSTRUCTION

The work shall be carried out in a phase wise manner as directed by the architect. The contractor shall submit to the architect prior to the commencement of work, for his approval, a detailed program in the format. This detail program shall necessarily contain but not limited to, all the activities in different locations separately specifying therein the start and end of such activity along with this program the executed work. The contractor shall not start any work at site till such time the program and methodology are approved by the architect. However, this submission and subsequent approval shall not relieve the contractor of any of his obligations or responsibility under this contract.

The contractor has to coordinate his work with other agencies working simultaneously in the area. The contractor has strictly to work according to the OICL's requirement.

4. DAMAGE TO THE EXISTING SYSTEM

The contractor shall be responsible for making good any damage caused to the existing system or in fittings and fixtures during execution system or in fittings and fixtures during execution at no cost of the OICL to the satisfaction of architect.

5. ORDERING MATERIAL

The bills of quantities shall not be used as a basis for ordering materials and contractor shall be responsible for accessing the quantities of materials to be ordered.

6. CONTRACT RATES

The rates and prices shall be deemed to have included all labour , materials, use to plants and tools , temporary works, minor builders works like cutting , chasing holes making good , grouting finishing etc. insurance, sales taxes and duties establishment charges, profit supervision, transport, testing and other charges and fees and every expense required to be incurred for proper and due execution .

7. AS BUILT DRAWINGS

On completion of work , the Contractor shall submit to the Engineer , a reproducible and five copies of “ As built “ drawing showing :

- a) Conduit layout, location of junction boxes, pull boxes, and number of wires through each section of conduit .
- b) Circuit distribution scheme indicating various outlet controlled by each MCB and phase wire distribution.
- c) Location of all light points, controls and various outlets, etc.

LIST OF APPROVED MAKE OF MATERIAL

1. BWP Boards & plywood	:	Duro, Samrat , Virgo, Greenlam
2. Synthetic Enamel paint/ Oil Bond distemper/primers	:	Asian, Shalimar, Nerolac, IC I
3. Locks	:	Godrej, Harrison, ECIE
4. Brass/powder coated fittings Hardwares	:	Pallidium, Balbehari
5. Glass (Plain)	:	Modi float, Saint Gobein
6. Hardware fittings	:	ECIE, Everite, Bhandari, ABCO
7. Glue	:	Fevicol, Vemicol
8. M.S. Screws	:	Nettle Fold
9. Laminates	:	Greenlam, Formica
10. Rubber	:	MM Foam, Modi Foam
11. Polyurethane foam	:	ISI Marked
12. Venetian Blinds	:	Hunter Douglas , Mac., Vista levolor
13. Ceramic tiles for walls & floor	:	Kajaria, Jhonsons, Orient
14. Vitrified tiles	:	Naveen,
15. CP tap fittings	:	ESS ESS/Excel
16. Air curtain	:	Everest
17. Door closer	:	Everest
18. Handle/Knobs	:	Nu-lite

LIST OF APPROVED MAKE OF MATERIAL FOR ELECTRICAL WORKS

1. PVC insulated stranded copper wires of 1100V grade	Finolex / Hevells / Delton
2. Telephone wire	Delton / Finolex
3. PVC / M.S. pipes (ISI)	Polyindia, Diplast
4. Modular type switch , socket	M.K. Electric / North-West / Anchor (Roma) & Telephone socket
5. MCB's and MCB's D.B. and A.C. metal socket	MDS (Lexic) / Control & Switchgear / GE Power
6. Call Bell /ordinary switches	Anchor / Progressive

ESTIMATE FOR HOUSE No. 1319 HB COLONY Se. 15 HISAR					
A.	Dismantling Work				
Sr. No.	Description of items	Unit	Quantity	Rate	Total
1.	Removing of door Frame from walls and Prepare Surface for New Door Installation.	Each	4		
2.	Removing of Windows Doors from Frame for window Installation	Each	4		
3.	Removing of Cupboard from wall and Prepare Surface for new Cupboard Installation.	Each	4		
4.	Removing of old Plaster from wall & Roof & Applying New Plaster.	Sqft	650		
5.	Remove old Main Gate Brick Pillars. &old window glass panes	L/S	1 JOB		
6.	Removing of old Sanitary Fixtures, pipes Main Holes etc.	L/S	1 JOB		
7.	Removing of Old Electrical Fitting Switch Boards	L/S	1 JOB		
				Total	
B.	Civil & Repair Work				
8.	4" BK work for pillars & showcase etc.raising of bound. wall	Sqft	50		
9.	Water/proffing of old and new plaster with cement & Fiber-mesh as per requirement.	Sqft	350		
10.	Providing & applying anti termite compound in all affected area.	Sqft	250		
11.	Providing and fixing of MS /JPN sheet pressed steel door frame with hinges with labour.	Each	5		
12.	Providing and fixing of MS main hole cover with all fittings.	Each	3		
13.	Providing & laying 3" thick CC floor areas 1:2:4 (1 cement : 2 coarse sand : 4 aggregate 20mm size).	Sqft	750		
14.	Providing & laying 12mm thick cement plaster in all wall & ceiling etc. (1:4).	Sqft	750		
15.	Providing & fixing of 35mm solid flush doors with all fitting & hardware labour etc.	Sqft	80		
16.	Providing & fixing of wire-Mesh doors wooden with all fitting a& hindware labour etc.	Sqft	100		
17.	Repairing & fixing of Cupboard in rooms & kitchen complete in all respect.	Sqft	130		
18.	Repairing & fixing of windows doors in rooms & kitchen complete in all respect.	Sqft	50		
19.	Providing & applying wall-putti, OBD pain on internal walls apex on exterior with primer	Sqft	2800		

	complete in all respect.				
20.	Providing & applying high gloss enamel paint on wooden door windows & MS work with primer complete in all respect.	Sqft	350		
21.	Providing and fixing 5mm plain glass as per site requirement.	SFT	30		
22.	Providing and fixing of MS main gate complete in all respect.	Kg	55		
C.	Electricals & Plumbing Work				
23.	Providing & installation of electrical wire & pipes for switches & points complete with labour.	Rft	450		
24.	Providing & fixing switches with sheet & cover.	Each	50		
25.	Providing * fixing 3 pin socket & fan regulator with sheet & cover complete in all respect.	Each	12		
26.	Providing and installation of CPVC pipes for water supply fittings complete in all respect.	Rft	150		
27.	Providing & angle wall & taps complete in all respect.	Each	8		
28.	Providing sink coke & basin mixture complete in all respect.	Each	3		
29	Providing & fixing wash basin complete in all respect.	Each	1		
30	Providing & fixing shower complete in all respect.	Each	1		
31.	Providing and fixing water storage tank of sintex.	EACH	1		
Total					

Summary Of Tender

Total tendered Cost

Discount If any (%)

Net Tendered