



THE ORIENTAL INSURANCE CO. LTD.

[A Government of India Enterprise]
Corporate Office, Block-4, Plate-A
NBCC Office Complex, Kidwai Nagar-East
New Delhi-110023

**TENDER FOR PROPOSED CIVIL, INTERIOR FURNISHING, ELECTRICAL,
PLUMBING & HVAC WORKS AT DO-3 (KBO),
THE ORIENTAL INSURANCE COMPANY LTD., SHANKAR NAGAR, RAIPUR
(C.G.)**

Volume -A
[Technical Bid]

Employer

The Oriental Insurance Company Ltd.,
Corporate Office, Block-4, Plate-A
NBCC Office Complex, Kidwai Nagar-East
New Delhi-110023
Ph: 011-43659333

Consultant

M/s NICON INDIA
Architects, Engineers, Planners
34, Gurukul Complex, Kalibadi
Road, Raipur (C.G.) 492001
Ph: 98271-58700, 98263-23237

THE ORIENTAL INSURANCE CO. LTD.

Notice Inviting Tenders

The Oriental Insurance Co. Ltd. invites sealed tenders from the experienced contractors for the Civil, Interior Furnishing, Electrical, Plumbing & HVAC works of DO-3 (KBO), Shankar Nagar, Raipur (C.G.) Details of tenders are as under:

1. Name of work: Civil, Interior Furnishing, Electrical, Plumbing & AC works, DO-3 (KBO), Shankar Nagar, Raipur.
2. Time of completion : 90 days
3. Earnest Money Deposit: Rs. 20000/-
4. Security Deposit: 2% of the contract value (Less EMD)
5. Cost of tender documents: Rs. 2000/-
6. Last date and time of sale of tenders : 24/ 04 / 2023 till 5:00 PM from our Regional office at 1st Floor, R.K. Plaza, Ring Road No. 1, Pachpedi Naka, Raipur (C.G) 492001 & company web portal.
7. Address at which the tenders are to be submitted: RO, 1st Floor, R.K. Plaza, Ring Road No. 1, Pachpedi Naka Raipur (C.G.) 24 / 04 / 2023 till 5 PM.
8. Date and time of opening tenders: 01/05/2023 (Technical bid) and on 04/05/2023 (Financial bid)
9. Place of opening tenders: RO, 1st Floor, R. K. Plaza, Ring Road No. 1, Pachpedi Naka Raipur (C.G.)
10. Defects liability period: 13 months after completion of work.
11. Validity of offer: 90 days
12. Liquidated Damages: 0.5% per week subject to a maximum of 10% of contract value.
13. Estimated cost of work: Rs. 18,94,910/- + GST

In case the date of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

The Oriental Insurance Co. Ltd. has the right to accept/reject any/all tenders without assigning any reasons.

.....

For and behalf of The Oriental Insurance Co. Ltd. Ltd.

To:
.....
.....

Date: -----

Sub.: Tender for the Proposed Civil, Interior Furnishing, Electrical, Plumbing HVAC & related works of The Oriental Insurance Co. Ltd., Divisional Office-3 (KBO), Sr. MIG-14 and Sr. MIG-15, Shankar Nagar, Raipur (C.G.)

1. **Tender documents may be purchased from our Regional office at 1st Floor, R.K. Plaza, Ring Road No. 1, Pachpedi Naka, Raipur (C.G) 492001** against payment of Rs 2000/- (non-refundable), & can be downloaded from company web portal & submitted with DD of Rs 2000/- (non-refundable) favoring The Oriental Insurance Co. Ltd., payable at Raipur.

1.0 Submission of tenders :

Technical Bid to be put up in envelope-1 duly sealed and superscribed as "Technical Bid" and mentioning name, address and telephone number thereon. Financial Bid to be put up in envelope-2 duly sealed and superscribed as "Financial Bid" and mentioning name, address and telephone number thereon. Pre-Qualification Bid to be put up in envelope-3 duly sealed and superscribed as "Pre-qualification Bid" and mentioning name, address and telephone number thereon. All the three Bid envelopes are to be put up in the envelope-4 duly sealed and superscribed as "Tender for Proposed Interior Furnishing, Civil Electrical & related works of **The Oriental Insurance Co. Ltd., Divisional Office-3 (KBO), Sr. MIG-14 and Sr. MIG-15, Shankar Nagar, Raipur (C.G.)** " and mentioning name, address and telephone number thereon.

- 1.1.1 Each Tenderer will be issued one set of Tender documents with drawings for preparation of their Tender. Tenderer have to return all the documents and drawings issued to them while submission of their Tender duly stamped and signed as per instructions.

1.1.2 Envelope No. 1 (Volume-A)

Envelope No. 1 shall contain Technical Bid documents duly signed along with Rs. 2000/- in the form of crossed DD/ Bankers Cheque in favour of The Oriental Insurance Co. Ltd., payable at Raipur. This Envelope shall be super scribed **Envelope No. 1 Technical Bid for Tender for the Proposed Civil, Interior Furnishing, Electrical, Plumbing & HVAC of The Oriental Insurance Co. Ltd., Divisional Office-3 (KBO), Sr. MIG-14 and Sr. MIG-15, Shankar Nagar, Raipur (C.G.)** Each Page and correction in Volume-A shall be

dully signed by the tenderer including tender form dully filled in complete details and description including all data to be supplied by Tenderer as specified in the information and instructions of tenderers.

1.1.3 Envelope No. 2 (Volume-B)

Financial Bid to be put up in envelope-2 duly sealed and superscribed as " **Envelope No. 2 Financial Bid for Tender for the Proposed Civil, Interior Furnishing, Electrical, Plumbing & HVAC of The Oriental Insurance Co. Ltd., Divisional Office-3 (KBO), Sr. MIG-14 and Sr. MIG-15, Shankar Nagar, Raipur (C.G.)** " and mentioning name, address and telephone number thereon. Envelope 2 shall also contain Earnest Money Deposit in the form of crossed demand draft / bankers cheque of **Rs. 20,000=00/- (Rupees Twenty Thousand Only)** in favour of **The Oriental Insurance Co. Ltd.** payable at **Raipur**.

1.1.4 Envelope No. 3

Envelope No. 3 shall contain pre- qualification bid along with details of the firm (CV) of the contractor and other related information duly sealed/signed and superscribed as" pre-qualification bid for the Proposed Civil, Interior Furnishing, Electrical, Plumbing & HVAC works of **The Oriental Insurance Co. Ltd., Divisional Office-3 (KBO), Sr. MIG-14 and Sr. MIG-15, Shankar Nagar, Raipur (C.G.)** " and mentioning name. Address and telephone number thereon.

1.1.5 Envelope No. 4

Envelope No. 4 shall contain both the Financial and the Technical Bid envelopes along with pre-qualification bid duly sealed and superscribed as "**Tender for the Proposed Civil, Interior Furnishing, Electrical, Plumbing & HVAC works of The Oriental Insurance Co. Ltd., Divisional Office-3 (KBO), Sr. MIG-14 and Sr. MIG-15, Shankar Nagar, Raipur (C.G.)** " and mentioning name. Address and telephone number thereon.

No CGHB Commercial or technical condition or qualification of any sort shall be indicated by the Tenderer in the envelope, otherwise the tender shall summarily be rejected.

The tenders are to be submitted in the office of **The CRM, The Oriental Insurance Co. Ltd. 1st R.K. Plaza, Ring Road No. 1, Pachpedi Naka, Raipur (C.G.)** within the stipulated date and time as mentioned in the tender notice.

- 1.1.6 The pre-qualification bid envelope will be opened on **26.04.2023 2:30 PM** in the office of the CRM, The Oriental Insurance Co. Ltd. Raipur in the Presence of the Tender Committee and Tenderer or their authorized representative. The Bio Data (CV) of the firm who have participated will be scrutinized by the tender committee and contractors who fulfill completely all the criterion and the norms as per the The Oriental Insurance Co. Ltd. would be informed through mail/phone for attending the opening of the Technical and Financial bid. Tender bids of contractors who fail to qualify shall not be opened and be returned as it is. The decision of the committee shall be final and binding and no queries further shall be entertained.

- 1.3 Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained.
- 1.4 The Earnest money Deposit by Demand Draft payable at Raipur must accompany each tender and the tenders not accompanied by the Earnest Money Deposit by demand draft are liable to be rejected as Non – Responsive.
- 1.5 The Tender shall be valid for a period of not less than 90 days after the date of opening of Tender.
- 1.6 For any further information on the Tender, **The CRM 1st Floor R.K. Plaza, Ring Road No. 1, Pachpedi Naka, Raipur** may be contacted.
- 1.7 The Insurance Company will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the Tender without assigning any reason whatsoever.
- 1.8 **Important:-** The Tendered rates shall include all other taxes. However, Service tax as applicable shall be paid over and above the billed value. The contractor while calculating the rates shall keep this factor in mind.

**For, NICON INDIA
(Architect/Consultant)**

FORM OF TENDER

PLACE:

DATE:

To :

The Chief Regional Manager
The Oriental Insurance Co. Ltd.
Regional Office, 1st R.K. Plaza, Ring Road No. 1,
Pachpedi Naka, Raipur (C.G.)

Dear Sir,

Having examined the drawings, specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having Visited and examined the site of the works specified in the said memorandum and having acquired the requested information relating thereto as affecting the tender, I/we hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached schedule of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

- | | | | |
|-----|--|---|--|
| (a) | Description of work | : | Proposed Civil, Interior Furnishing, Electrical, Plumbing & HVAC and related works of The Oriental Insurance Co. Ltd., Divisional Office-3 (KBO), Sr. MIG-14 and Sr. MIG-15, Shankar Nagar, Raipur (C.G.) |
| (b) | Earnest Money | : | Rs. 20000=00/- |
| (c) | Percentage, if any, to be deducted from bills and total amount to be retained | : | As per Clause No. 1 on Page No.11 of General Conditions of Contract. (Total Security deposit) |
| (d) | Time allowed for completion of the works from 7 th day after the date of written order to commence the work | : | 3 month |
| (f) | Validity of tender:- | | 90 Days from the date of tender |
| (g) | Service Tax:- | | Service Tax shall be paid over and above the quoted rates. |

1.1 Should this tender be accepted? I/we hereby agree to abide by and fulfill the terms and

provision of the said Conditions of Contract 5 annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the The Oriental Insurance Co. Ltd. the amount mentioned in the said conditions.

3. I/we have deposited a sum of **Rs. 20,000/- Only** as Earnest Money with the The Oriental Insurance Co. Ltd. which amount is not to bear any interest. Should I/we fail to execute the Contract when called upon to do so. I/we do hereby agree that this sum shall be forfeited by The Oriental Insurance Co. Ltd.

4. Our Bankers are:

(i)

(ii)

The names of partners of our firm are:

(i)

(ii)

Name of the Partner of the firm authorized to sign

Or

Name of person having Power of Attorney to sign the Contract. (Certified true copy of the Power of Attorney should be attached).

Yours faithfully,

Signature of Contractors.

(Signature and addresses of Witnesses).

(1)

(2)

SECTION – I
INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

Sealed tenders are invited by M/s NICON INDIA, Raipur for and on behalf of The Oriental Insurance Co. Ltd. for the Civil, Interior Furnishing, Electrical, Plumbing & HVAC and related works of DO, The Oriental Insurance Co. Ltd., Shankar Nagar, Raipur (C.G.)

1.1 Site and its location

The proposed work is to be carried out at **The Oriental Insurance Co. Ltd., Divisional Office-3 (KBO), Sr. MIG-14 and Sr. MIG-15, Shankar Nagar, Raipur (C.G.)**

2.0 Tender documents

2.1 The work has to be carried out strictly according to the conditions stipulated in the tender consisting the following documents and the most workman like manner.

Instructions to tenderers

General conditions of Contract

Special conditions of Contract

Additional specifications

Drawings

Priced bid

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below.

- a) Price Bid
- b) Additional Specifications
- c) Technical specifications
- d) Drawings
- e) Special conditions of contract
- f) General conditions of contract
- g) Instruction to tenderers

2.3 Complete set of tender documents including relative drawings can be obtained in person from **our Regional office at 1st Floor, R.K. Plaza, Ring Road No. 1, Pachpedi Naka, Raipur (C.G) 492001** on any day except holidays during the period mentioned in the NIT on payment of Rs. 2000/- by means of cash/cheque/demand draft drawn in favour of The Oriental Insurance Co. Ltd. Payable at Raipur.

2.4 The tender documents are not transferable.

3.0 **Site Visit**

3.1 The tenderer must obtain himself on his own responsibility and his expenses all information and data, which may be required for the purpose of filling this tender document, and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character, quality and quantity of the materials, labour the law and order situation, climatic conditions local authorities requirement traffic regulations etc.

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 **Earnest Money**

4.1 The tenderer are requested to submit the Earnest Money of Rs. 20000 in the form of Demand Draft or Banker's Cheque in favour of The Oriental Insurance Co. Ltd. payable at Raipur drawn on any Nationalized Bank in India.

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderers will be refunded with in 30 days of award of Contract.

4.5 EMD of successful tenderer will be retained as a part of security deposit.

5.0 **Initial Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD by means of D/D drawn in favour of The Oriental Insurance Co. Ltd. payable at Raipur with in a period of 15 days of acceptance of tender.

6.0 **Security Deposit**

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of initial security deposit, which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be 10% till total 3% of contract value is reached 50% of the total security shall be paid to the contractors on the basis of architect's certifying the virtual completion.

The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

- 6.2 No interest shall be paid to the amount retained by the The Oriental Insurance Co. Ltd. as Security Deposit.

7.0 Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of his tender by the The Oriental Insurance Co. Ltd.. However,, the written acceptance of the tender by the The Oriental Insurance Co. Ltd. will constitute a binding agreement between the The Oriental Insurance Co. Ltd. and Successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 Completion Period

Time is essence of the contract. The entire work shall be completed within a period of 90 days starting from 7th day of issue of work order or handing over of the site which ever is later.

9.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the The Oriental Insurance Co. Ltd. without prejudice to any other right or remedy the The Oriental Insurance Co. Ltd. shall be at liberty to forfeit the EMD.

10.0 Liquidated Damages

The liquidated damages shall be 0.5% per week subject to a maximum of 10% of contract value.

11.0 Rate and Prices:

11.1 In case of item rate tender

- 11.1.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rate quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

- 11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

- 11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly. The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/The Oriental Insurance Co. Ltd..
- 11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.
- 11.1.5 Each page shall be totaled and the grand total shall be given.
- 11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies other than service tax.

GENERAL CONDITIONS OF CONTRACT

1.0 Definition:

“Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between The Oriental Insurance Co. Ltd. (Client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the architects/The Oriental Insurance Co. Ltd. and all these documents taken together shall be deemed to form one contract and shall be complementary to one another”.

- 1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
- 1.1.1 ‘The Oriental Insurance Co. Ltd.’ shall mean The Oriental Insurance Co. Ltd. (Client) having its Head Office at Corporate Office, Block-4, Plate-A, NBCC Office Complex, Kidwai Nagar- East New Delhi-110023 – India and includes the client’s representative successors and assigns.
‘Architects/Consultants’ shall mean M/s NICON INDIA, 34, Gurukul Complex, Kalibadi Road, Raipur (C.G.)
- 1.1.2 ‘Site Engineer’ shall mean an Engineer appointed by the The Oriental Insurance Co. Ltd. as their representative to give instructions to the contractors. In this case M/s NICON INDIA has been appointed as the Consultant/ Architect for this work.
- 1.1.3 ‘The Contractor’ shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

The expression ‘works’ or ‘work’ shall mean the permanent or temporary work described in the “Scope of work” and / or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

- 1.1.4 'Engineer' shall mean the representative of the Architect/Consultant. (M/s Nikon India)
- 1.1.5 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time 'Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- 1.1.6 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect / consultant. "Month" means calendar month.
- 1.1.7 "Week" means seven consecutive days.
- 1.1.8 "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprise of

Earnest Money Deposit

Initial Security Deposit

Retention Money

a) Earnest Money Deposit:

The tender shall furnish EMD of Rs. 20000/- in the form of Demand Draft drawn in favour of The Oriental Insurance Co. Ltd. payable at Raipur on any Scheduled Bank. No tender shall be considered unless the EMD is not deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open before acceptance by the The Oriental Insurance Co. Ltd. or after it is accepted by the The Oriental Insurance Co. Ltd. if the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) Initial Security Deposit (ISD)

The amount of ISD shall be 2% of accepted value tender including the EMD in the form of DD drawn on any Nationalized Bank and shall be deposited within 15 days from the date of acceptance of tender.

c) Retention Money

Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus Retention Money shall both together not exceed 5% of the contract value. The total security deposit i.e. 5% of the of the cost of the project shall be retained up to the end of the “Defect Liability Period” and shall be refunded to the contractors without interest within fifteen days after the end of the defect liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

2.0 Language

The language in which the contract documents shall be drawn shall be in English.

3.0 Errors, omissions and discrepancies

In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

- i) Between scaled and written dimensions (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.
- a) In case of difference between rated written in figures and words, the rate in words shall prevail.
- b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

4.0 Scope of work:

The contractor shall carry out complete and maintain the said work in every respect in strict accordance with this contract and with the directions of and to the satisfaction of the The Oriental Insurance Co. Ltd., instruction communicated through the architect/consultant at the directions of The Oriental Insurance Co. Ltd. from time to time, issue further drawings and / or written instructions, details directions and explanations which are hereafter collectively referred to a Architect's / consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and / or drawings and / or specifications.

The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials thereof the removal and / or re-execution of any work executed by him. The dismissal from the work of any person employed / engaged thereupon.

5.0 i) Letter of Acceptance:

Within the validity period of the tender the The Oriental Insurance Co. Ltd. shall issue a letter of acceptance either directly or through the architect by registered post or otherwise depositing at the

address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the The Oriental Insurance Co. Ltd. and the contractor.

ii) **Contract Agreement:**

On receipt of intimation of the acceptance of tender from the The Oriental Insurance Co. Ltd. / Architect the successful tenderer shall be bound to implement the contract and within 15 days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

6.0 **Ownership of drawings:**

All drawings specifications and copies thereof from the The Oriental Insurance Co. Ltd. through its architects / consultants are the properties of the The Oriental Insurance Co. Ltd. They are not to be used on other work.

7.0 **Detailed drawings and instructions:**

The The Oriental Insurance Co. Ltd. through its architects / consultants shall furnish with reasonable promptness additional instructions by means of drawings of otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the The Oriental Insurance Co. Ltd. through the Architect / Consultant.

7.1 **Copies of agreement**

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

8.0 **Liquidated damages:**

If the contractor fails to maintain the required progress in terms of clause 6.0 of GOC or to complete the work and clear the site including vacating their offer on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the The Oriental Insurance Co. Ltd. on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value which subject to a maximum of 10% of the contract value.

9.0 **Materials, Appliances and Employees**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractors shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behaviour is found to be

unsatisfactory by the The Oriental Insurance Co. Ltd./architect /consultant he shall be removed from the site immediately.

10.0 **Permits, Laws and Regulations:**

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the The Oriental Insurance Co. Ltd. in writing under intimation of the Architect/Consultant. If the contractor performs any act, which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the The Oriental Insurance Co. Ltd. any legal actions arising there from.

11.0 **Setting of Work:**

The contractor shall set out the work and shall be responsible for the true and perfect setting out the same for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the architect/consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the architect / consultant the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so required to satisfaction of the The Oriental Insurance Co. Ltd.

12.0 **Protection of work and property:**

The contractor shall continuously maintain protection of all his work from damage and shall protect the The Oriental Insurance Co. Ltd. properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property on, about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractor and the The Oriental Insurance Co. Ltd. and the original policy may be lodged with the The Oriental Insurance Co. Ltd.

13.0 **Inspection of work:**

The The Oriental Insurance Co. Ltd. / Architect / Consultant or their representatives shall at all reasonable times have free access to the work site and / or to the workshop, factories, or their places where materials are lying or from where they are obtained and the contractor shall give every facility to the The Oriental Insurance Co. Ltd., Architect / consultant and their representative necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the The Oriental Insurance Co. Ltd./Architect/ Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance commission.

Assignment and subletting

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part of share thereof or interest therein without the written consent of the The Oriental Insurance Co. Ltd. through the architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

Quality of materials, workmanship & Test

i) Materials

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/Consultant instructions and shall be subject from time to time to such tests as the architect/consultant may direct, at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the architect/consultant.

ii) Samples

All samples of adequate numbers, size, shades and pattern as per specifications shall be supplied by the contractor with out any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Architect / Consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect / consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / Consultant for identification and shall be kept on record at the site office until the completion of the work for inspection / comparison at any time. The Architect / Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specification or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

iii) Cost of tests

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iv) Cost of tests not provided for

If any test is ordered by the Architect / Consultant which is either

- a) If so intended by or provided for or (in the case above mentioned) is not so particularized, or through so intended or provided for but ordered by the Architect / Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

16.0

Obtaining information related to execution of work

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

17.0

Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter as the Architect / Consultant may consider necessary until the expiry of the defects liability period, stated hereto.

18.0

Quantities

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. All the amount paid under Clause 19,20 hereof as well as amounts of prime cost and provisional sums, if any, shall be executed.
- ii) **Variation exceeding 25%:** The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21(e) hereof.

19.0

Works to be measured

The Architect/Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurement and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurement detailed in the specifications. The representative of the Architect / Consultant shall take joint measurement with the contractor's representative and the measurement shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the M book should the contractor not attend or neglect or omit to depute his representative to take measurement then the measurement recorded by the representative of the Architect / Consultant shall be final. All authorized extra work; omissions and all variations made shall be included in such measurement.

20.0

Variations

No alteration, omission or variation ordered in writing by the Architect / Consultant shall vitiate the contract. In case the The Oriental Insurance Co. Ltd. / Architect / Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the

Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing with seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the work or any deviation from any provisions of the contract, stipulations, specifications or contract drawings without previous of the consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all case be determined by the Architect / Consultant and the same shall added to or deducted from the contract value, as the case may be.

21.0

Valuation of Variations

No claim for an extra shall be allowed unless it has been executed under the authority of the Architect / Consultant with the concurrence of the The Oriental Insurance Co. Ltd. as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with following provisions:

- a)
 - i) The net rates of prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
 - ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net price of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause © hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect / consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect / Consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect / Consultant) the workman's name and materials employed be delivered for verifications to the Architect / Consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

22.0

Final measurement

The measurement and valuation in respect of the contract shall be completed with 30 days of the virtual completion of the work.

23.0

Virtual completion certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the The Oriental Insurance Co. Ltd., the contractor shall ensure that the following works have been completed to the satisfaction of the The Oriental Insurance Co. Ltd.:

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the The Oriental Insurance Co. Ltd. and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the The Oriental Insurance Co. Ltd. and shall clear, level and dress, compact the site as required by the The Oriental Insurance Co. Ltd.
- d) Shall put the The Oriental Insurance Co. Ltd. in undisputed custody and possession of the site and all land allotted by the The Oriental Insurance Co. Ltd.
- e) Shall hand over the work in a peaceful manner to the The Oriental Insurance Co. Ltd.
- f) All defects / imperfections have been attended and rectified as pointed out by the The Oriental Insurance Co. Ltd. to the full satisfaction of The Oriental Insurance Co. Ltd.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Architect / Consultant is satisfied completion of the work. Relative to which the completion certificate has been sought, the Architect / Consultant shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the The Oriental Insurance Co. Ltd.'s rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the The Oriental Insurance Co. Ltd. against the contractor in respect of works or work at the site in respect of which the VCC has been issued.

24.0 Work by other agencies

The Oriental Insurance Co. Ltd. / Architect / Consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by the persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor However, shall not be required to provide any plant or material to the execution of such work except by special

arrangement with the The Oriental Insurance Co. Ltd. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

25.0 Insurance of works

- 25.1 without limiting his obligations and responsibilities under the contractor shall insure in the joint names of the The Oriental Insurance Co. Ltd. and the contractor against all loss of damages from whatever cause arising other than the executed risks, for which he is responsible under the terms of contract and in such a manner that the The Oriental Insurance Co. Ltd. and contractor are covered for the period stipulated clause... of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement in the course of any operations carried out by him for the purpose of complying with his obligations under clause.
- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
 - b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
 - c) Such insurance shall be affected with an insurer and in terms approved by the The Oriental Insurance Co. Ltd. which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect / Consultant the policy if insurance and the receipts for payment of the current premiums.

25.2 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the The Oriental Insurance Co. Ltd. against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequences of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of The Oriental Insurance Co. Ltd. to execute the work or any part thereof on, over, under in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the The Oriental Insurance Co. Ltd. their agents, employees or other contractor or for in respect of any claims, proceeding, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the The Oriental Insurance Co. Ltd., their employees or agents or other employees, or agents or other contractors for the damage or injury.

25.3 Contractor to indemnify The Oriental Insurance Co. Ltd.

The contractor shall indemnify the The Oriental Insurance Co. Ltd. against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 24.2 of this clause.

25.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnify the The Oriental Insurance Co. Ltd. against any location, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against The Oriental Insurance Co. Ltd. in respect of such matters aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the The Oriental Insurance Co. Ltd. if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / Consultant in this behalf.

25.5 Third Party Insurance

25.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 24.0 of GOC shall insure against his liability for any material or physical damage, loss or injury which may occur to any property including that of The Oriental Insurance Co. Ltd., or to any person, including any employee of the The Oriental Insurance Co. Ltd., by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.

25.5.2 Minimum amount of Third Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the The Oriental Insurance Co. Ltd. which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect / Consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

25.5.3 The minimum insurance cover for physical property, injury and death is Rs.5 lacs per occurrence with the number of occurrence limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrence always.

25.6 Accident or Injury to workman:

25.6.1 The Oriental Insurance Co. Ltd. shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the The Oriental Insurance Co. Ltd. or their agents, or

employees. The contractor shall indemnify and keep indemnified The Oriental Insurance Co. Ltd. against all such damages and compensation save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

25.6.2 Insurance against accidents etc. to workmen

The contractor shall insure against such liability with an insurer approved by the The Oriental Insurance Co. Ltd. during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that The Oriental Insurance Co. Ltd. is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect / Consultant when such policy of insurance and the receipt for the payment of the current premium.

25.6.3 Remedy on contractor's failure to insure:

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance, which he may be required to effect under the terms of contract, then and in such case the The Oriental Insurance Co. Ltd. may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the The Oriental Insurance Co. Ltd. as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

25.6.4 Without prejudice to the others rights of the The Oriental Insurance Co. Ltd. against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damage costs, charges, and other expenses paid by the The Oriental Insurance Co. Ltd. and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

26.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date of handing over site or fifteen days from the date of issue of letter of acceptance of the tender by the The Oriental Insurance Co. Ltd. which ever is later.

27.0 Time for completion

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 90 days starting from 7th day of issue of work order or handing over of the site which ever is later. If required in the contract or as directed by the Architect / Consultant.

28.0 Extension of time

If, in the opinion of the Architect/Consultant, the work be delayed for reasons beyond the control of the contractor, Architect/Consultant may submit a recommendation to the The Oriental Insurance Co. Ltd. to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor need an extension of time for the completion of work or if the completion as stipulated in the contract, the contractor shall apply to the The Oriental Insurance Co. Ltd. through the Architect/Consultant in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the The Oriental Insurance Co. Ltd. in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time, which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the The Oriental Insurance Co. Ltd. the provision of liquidated damages as stated under clause 10.0 page 9 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

29.0 Rate of Progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect / Consultant should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect / Consultant too slow too ensure the completion of the whole of the work by the prescribed time or extended time of completion the Architect / Consultant shall thereupon take such steps as considered necessary by the Architect / Consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect/Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising or such directions.

30.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided carried on during the night or on holidays without the permission on writing of the Architect / Consultant, save when the work is unavoidable or absolutely necessary for the saving of life property or for the safety of the work in which case the contractor shall immediately advise the Architect / Consultant. However, the provisions of the clause shall not be applicable in the case of any work, which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the work being technically required / continued with the prior approval of the Architect / consultant at no extra cost to The Oriental Insurance Co. Ltd.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

31.0 No compensation or restriction of work

If at any time after acceptance of the tender The Oriental Insurance Co. Ltd. shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not required the whole or any

part of the work to be carried out. The Architect / consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation of otherwise whatsoever, on account of any profit or advantage, which he might have derived from the execution of the work fully but which, he did not derive consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided However, that the Architect / Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less. "In case of such stores having been issued from The Oriental Insurance Co. Ltd. stores and returned by the contractor to stores, credit shall give to him at the rate not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration of damage while in the custody of the contractor and in his respect the decision of Architect / Consultant shall be final.

32.0 Suspension of work

- i) The contractor shall, on receipt of the order in writing of the Architect / Consultant (whose decision shall be final and binding on the contractor) suspends the progress of work or any part thereof for such time and in such manner as Architect / Consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any following reasons.
 - a) On account any default on the part of the contractor, or
 - b) For proper execution of the works or part thereof for reasons other than the default of the contractor.
 - c) For safety of the works or part thereof.
The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect / consultant.
- i) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
The contractor shall be entitled to an extension of time equal to the period of every such suspension.
No compensation whatsoever shall be paid on this account.

33.0 Action when the whole deposit is forfeited

In any case in which under any clause of clauses of this Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect / Consultant shall have the power to adopt any of the following courses as they may deem best suited to the interest of the The Oriental Insurance Co. Ltd.

- a) To rescind the contract (of which rescission notice to the contractor by the Architect / Consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of The Oriental Insurance Co. Ltd.
- b) To employ labour paid by the The Oriental Insurance Co. Ltd. and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials

(the cost of such labour materials as worked out by the Architect/Consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same terms of this contract the rates as if it had been carried out by the contractor under the terms of this contract the certificate of architect / consultant as to the value of work done shall be final and conclusive against the contractor.

- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architect / Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by The Oriental Insurance Co. Ltd. under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the The Oriental Insurance Co. Ltd. the contractor shall have no claim to compensation of any loss sustained by him by reasons of his having purchased or produced any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

34.0 Owner's right to terminate the contract

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill the contract, and to give security therefore if so required by the Architect / Consultant.

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall any payment under this contract to be attached by or behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent of the The Oriental Insurance Co. Ltd. through the Architect/ Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

- a) has abandoned the contract; or
- b) has failed to commence the works, or has without any lawful under these conditions suspended the progress of the work for 14 days after receiving from the The Oriental Insurance Co. Ltd. through the Architect / Consultant written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable to remove the materials from the site or to pull down and replace work within seven days after written notice from the United India Insurance Co.Ltd. through the Architect / Consultant

that the said materials were condemned and rejected by the Architect / Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the The Oriental Insurance Co. Ltd.'s or Architects /Consultants instructions to the contrary subject any part of the contract. Then and in any of said cases the The Oriental Insurance Co. Ltd. and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract but without thereby affecting the powers of the The Oriental Insurance Co. Ltd. or the Architect / Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the The Oriental Insurance Co. Ltd. through the Architect / Consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the The Oriental Insurance Co. Ltd. or the architect/consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the The Oriental Insurance Co. Ltd. sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the The Oriental Insurance Co. Ltd. incidental to sale of the material etc.

35.0 Certificate of payment

The contractor shall be entitled under the certificate to be issued by the Architect / Consultant to the contractor within 10 days working days from the date of certificate to the payment from The Oriental Insurance Co. Ltd. from time to time. The Oriental Insurance Co. Ltd. shall recover the statutory recoveries other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect / Consultant during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from his liability under clause.

The Architect / Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Architect / Consultant may by any certificate make any corrections required in previous certificate.

The Oriental Insurance Co. Ltd. shall modify the certificate of payment as issued by the architect / consultant to time to time while making the payment.

The contractor shall submit interim bills only after taking actual measurement and properly recorded in the M books.

The contractor shall not submit interim bills when the approximate value of work done by him is less than 25% of project cost and the minimum interval between two such bills shall be one month.

Payment schedule

S.no.	Minimum work to be completed	Payment to be made
I	25% of the tendered work	12.5% of the Project cost
II	50% of the tendered work	35% of the Project cost
III	75% of the tendered work	50% of the Project cost
Iv	100% of the tendered work	Full and final Settlement

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / Consultant shall issue the certificate of payment within a period of two months. The Oriental Insurance Co. Ltd. shall pay the amount within a period of three months from the date of issue of certificate there is no dispute in respect of rates and quantities.

36.0 Settlement of disputes and arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instruction herein before mention and as to the quality of workmanship or materials used on the work or as to any other question claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions/orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned herein after.

- 36.1 If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contractor or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the Chief Regional Manager The Oriental Insurance Co. Ltd., Raipur and endorse a copy of the same to the Architect within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculation of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the The Oriental Insurance Co. Ltd. be in any way liable in respect of any claim by the contractor unless notice of such claim have been given by the contractor to the Chief Regional Manager, The Oriental Insurance Co. Ltd. in the manner within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all the rights in respect of any claim not notified to the Chief Regional Manager, The Oriental Insurance Co. Ltd. in writing in the manner and within the time aforesaid.

- 36.2 The Chief Regional Manager shall give his decision in writing on the claim notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Chief Regional Manager submit his claim to the conciliating authority namely the General Manager (Head Office) The Oriental Insurance Co. Ltd. New Delhi for conciliating along with the details and copies of correspondence exchanged between him and the Chief Regional Manager.
- 36.3 If the conciliation proceedings are terminated without settlement of the dispute, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned General Manager of the The Oriental Insurance Co. Ltd. for the appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- 36.4 Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the The Oriental Insurance Co. Ltd. shall be referred to adjudication through arbitration by the sole arbitrator appointed by the General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a The Oriental Insurance Co. Ltd. Officer and that he and to deal with the matters to which the contract relates in the course of his duties as The Oriental Insurance Co. Ltd. Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 36.4.1 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.
- 36.4.2 It is also a term of this contract that no person other than a person appointed by such General Manager as aforesaid should act as arbitrator.
- 36.4.3 The conciliation and arbitration shall be conducted in accordance with the provision of the Arbitration & Conciliation Act 1995 or as statutory modification or re-enactment thereof and the rules made there under.
- 36.4.4 It is also a term of this contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However,, no fees will be payable to the arbitrator if he is a The Oriental Insurance Co. Ltd. officer.
- 36.4.5 It is also a term of this contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such a place as may be fixed by the arbitrator shall, if be paid half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom, and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

37.0 Water supply

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect / Consultant.

- ii) The contractor shall make alternative arrangement for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / Consultant is unsatisfactory.

The contractor shall make temporary well /tube well in The Oriental Insurance Co. Ltd. land for taking water for construction purposes only after obtaining permission in writing from the The Oriental Insurance Co. Ltd. The contractor has to make necessary arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original conditions after wells are dismantled on completion of work or hand over the well to the The Oriental Insurance Co. Ltd. without any compensation as directed by the architect / consultant. However,, no charges shall be levied on the contractor towards water supply provided by The Oriental Insurance Co. Ltd. during the execution of works.

38.0 Power supply

The Contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required. However,, no charges shall be levied on the contractor towards electricity provided by The Oriental Insurance Co. Ltd. during the execution of works.

39.0 Treasure trove etc.

Any treasure trove, coin or object antique, which may be found on the site, shall be the property of The Oriental Insurance Co. Ltd. and shall be handed over to the The Oriental Insurance Co. Ltd. immediately.

40.0 Method of measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standard. In the event any dispute / disagreement the decision of the Architect / consultant shall be final and binding on the contractor.

41.0 Maintenance of registers

The contractor shall maintain the following register as per the enclosed proforma at site of work and should produce the same for inspection of The Oriental Insurance Co. Ltd. / Architect / Consultant whenever desired by them. The contractor shall also maintain the records / register as required by the local authorities / Govt. from time to time.

- i) Register of cement / paint / lead / specific materials.
- ii) Register for steel

- iii) Register for secured advance
- iv) Register for bulkage of sand
- v) Register for silt test.
- vi) Register for sieve analysis for fine aggregate
- vii) Register for sieve analysis for course aggregate
- viii) Register for slump test
- ix) Register for concrete cube test
- x) Register for hindrance to work
- xi) Register for consumption of cement
- xii) Register for running account bill
- xiii) Register for labour

42.0 Force majeure

- 42.1 Neither contractor nor The Oriental Insurance Co. Ltd. shall be considered in default in performance of their obligations if such performance or delayed by events such as but not to war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagration, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However,, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- 42.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected shall notify the other so such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 42.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any liability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 42.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this agreement.

43.0 Local laws, Acts, Regulations:

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws and other regulations that are applicable to the execution of the project.

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulations and abolition Act 1970 and central rules 1971 (Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) Act 1963 and any other modifications
- viii) Employee's provident fund and miscellaneous provisions Act 1952 and amendment thereof.
- ix) Shop and establishment Act.
- x) Any other act or enactment thereto and rules framed there under from time to time.

44.0 Accidents

The contractor shall immediately on occurrence of any accident at or labour the site or in connection with the execution of the work report such accident to the architect / consultant. The contractor shall also report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof. The contractor shall be responsible fully for the safety security of its labourer, if at all in case of nay mishap or fatal accident the contractor shall be solely responsible and shall bear all the responsibility what so ever.

SPECIAL CONDITIONS OF CONTRACT

Scope of work

- 1.0 The scope of work is to carry out the Civil, Interior Furnishing, Electrical, Plumbing & HVAC works.

2.0 Address of site

The site is located at Shankar Nagar, Raipur (C.G.)

3.0 Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimensions and the levels. Large-scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarifications from the Architect / Consultant before proceeding with the work.

4.0 Notice of Operation

The contractor shall not carryout any important operation without the Consent in writing from the Architect / Consultant.

5.0 Construction records

The contractor shall keep and provide to the Architect / Consultant full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

6.0 Safety of adjacent and trees

The contractor shall provide and erect to the approval of the Architect / Consultant such supports as may be required to protect effectively. All structures and protective guards to trees, which may be endangered by the execution of the works or otherwise, take such permanent measures as may be required by the Architect to protect the trees and structures.

7.0 Temporary works

Before any temporary works are commenced the contractor shall submit at least 7 days in advance to the architect / consultant for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the architect / consultant may require in accordance with the conditions of contract at this own cost the contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8.0 Temporary roads

The contractor shall provide access roads to the site from the nearest main road at no extra cost and as directed by the architect / consultant. The contractor shall also responsible for proper maintenance of this access road and would take all care to see that existing services, if any, are maintained in working order at his own cot. The laying and maintaining the temporary roads within the site area shall be the contractor's responsibility and the contractor shall take such measures that are necessary and as directed by the architect / consultant

9.0 Water, power and other facilities

- a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink a tube well / open well and bring water by means any charge in connection with the above.
- b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections. The Oriental Insurance Co. Ltd. shall not levy any consumption charges towards water and electricity used during the execution of work.
- c) The contractors for other trades directly appointed by the The Oriental Insurance Co. Ltd. shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at manually agreed rates between them. All municipal charges for drainage and water connection for construction purposes shall be borne by the contractor and charges payable for permanent connections, if any shall be initially paid by the contractor and the The Oriental Insurance Co. Ltd. reimburse the amount on production of receipts.
- d) The Oriental Insurance Co. Ltd. as well as the Architect / Consultant shall give all possible assistance to the contractors to obtain the requisite.

- e) Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

10.0 Office accommodation

- a) The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site at their own cost after getting the approval from the architect/ consultant.
- b) A site office for the use of The Oriental Insurance Co. Ltd. / Architect / consultant shall be provided by the contractor at his own expenses.
- c) All temporary buildings and facilities above shall be removed on completion of the work or at any other earlier date as directed by the architect / consultant.

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expenses shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

11.0 Facilities for contractor's employees

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangement at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

12.0 Lighting of works

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

13.0 Fire fighting arrangements

- i) The contractor shall provide suitable arrangement for fire fighting at his own cost. For this purpose he shall provide requisite number of fire extinguisher and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- ii) any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following:
 - a) proper handling, storage and disposal of consumable materials and waste.
 - b) work operations which can be create fire hazards.
 - c) access for fire fighting equipments.
 - d) type, number and location of containers for the removal of surplus materials and rubbish.

- e) type, size number and location for fire extinguisher or other fire fighting equipment.
- f) general house keeping.

14.0 Site order book

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the works may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall carefully maintained and preserved by the contractor and shall be made available to the architect / consultant as and when demanded. Any instruction which the architect / consultant may like to issue to the contractor or the contractor may like to bring to the architect / consultant two copies of such instruction shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

15.0 Temporary fencing / barricading

The contractor shall provide and maintain a suitable temporary fencing / barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution of the work and in accordance with the requirement of the architect / consultant and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

16.0 Site meetings

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the architect /consultant.

17.0 Disposal of refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the architect/consultant at his own cost. it is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

18.0 Contractor to verify site measurement

The contractor shall check and verify all site measurements whenever requested by other specialist's contractors or other sub contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, as will not in any way delay the works.

19.0 Displaying the name of the work

The contractor shall put up a name board of suitable size as directed by the architect/ consultant indicating therein the name of the project and other details as given by the architect/consultant at his own cost and remove the same on completion of the work.

20.0 Bar bending schedule

The contractor shall prepare a detailed schedule for all reinforced concrete works and get them approved by the architect/consultant in advance.

21.0 As built drawings

- i) For the drawings issued to the contractor by the Architect/Consultant. The architect/consultant will issue two sets of drawings to the contractor for the items for which some charges have been made. From the approved drawings as instructed by the The Oriental Insurance Co. Ltd. / architect / consultant. The contractor will make changes made on these copies and return these copies to the architect / consultant for their approval. In case any revision is required for the corrections are not properly marked the architect / consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and / or attend to discrepancies either on the copies as directed by the architect / consultant and resubmit to him for approval. The architect / consultant will return one copy duly approved by him.
- ii) For the drawings prepared by the contractor.

The contractor will modify the drawing prepared by him wherever the changes are made by the The Oriental Insurance Co. Ltd. / architect / consultant. And submit two copies of such modified drawings to the architect / consultant for approval. The architect / consultant will return one copy of the approved drawing to the contractor.

22.0 Approved make

The contractor shall provide all material from the list of approved makes at his own cost and also appoint the specified agency for the waterproofing anti-termite, aluminium doors and windows and any other item as specified in the tender. The architect / consultant may approve any make / agency within the approved list as given in the tender after inspection of the sample / mock up.

23.0 Procurement of materials

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractor's account.

24.0 Excise duty, taxes, levies etc.

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the work including but not limited to sales tax, tax on works contract excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the The Oriental Insurance Co. Ltd. shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties fees, levies etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be

entertained. If a new tax or duty or levy of cess or royalty or octroi is imposed under as statue of law during the currency of contract the same shall be borne by the contractor.

25.0 Acceptance of tender

The The Oriental Insurance Co. Ltd. shall have the right to reject any or all tenders without assigning any reason. They are not to be bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the The Oriental Insurance Co. Ltd. Also, the decision of the “Estate Committee – RO Raipur” is final and binding on the contractor regarding all the decisions about quality, quantity, specifications of work and terms and conditions of contract. However, adequate transparency would be maintained by the The Oriental Insurance Co. Ltd.

SAFETY CODE

1. First aid appliances including adequate supply of sterilised dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meter in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing fencing or railing whose minimum height shall be one meter.
7. No, floor, roof or other part of the structure shall be so overloaded with debris or materials as to tender it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder’s protective eye shields and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hosting machines and take used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hosting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

ARTICLES OF AGREEMENT

(On Non-Judicial Stamp Paper of Rs. 50/-)

ARTICLES OF AGREEMENT made this _____ day _____ of _____ Two Thousand _____ between the The Oriental Insurance Co. Ltd. and having its HO at New Delhi and any other places at _____ (hereinafter referred to as "the OWNER") which expression shall include its successor or successors and assigns of the ONE PART through the authorized officer Shri _____ (designation).

M/s _____ having its registered office at _____ (hereinafter referred to as the "CONTRACTOR") of the OTHER PART.

WHEREAS the Owner is desirous of constructing _____ work at _____ (hereinafter called the "Works").

AND WHEREAS the owner in order to effectively carry out the said construction of the building and other allied works of the proposed _____ engaged M/s _____ a firm of Consultants, Architects, Engineers and Planners of _____ (hereinafter referred to as THE ARCHITECT/CONSULTANTS) to prepare plans, drawing and specifications, description of work to be executed for the Interior Furnishing, Civil and

plumbing, electrification and data cabling works of the projects, to supervise the construction and to assist in concerned technical matters.

AND WHEREAS the Owner has caused the plans, drawings and specifications, priced schedule of quantities of Interior works, Civil and plumbing and electrification and data cabling works etc. to be done at the _____ as per conditions of the contract and special conditions prepared with the assistance of the said Architect/Consultant subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the tender of the Contractor for Interior Furnishing, Civil Plumbing, electrification & data cabling works at _____ has been approved by the Owner.

WHEREAS THE contractor has deposited with the Owner _____ as security deposit for the due performance of the Agreement.

AND WHEREAS the owner has issued work order therefore to the Contractor.

AND WHEREAS said drawings _____ inclusive of the specifications, priced schedule of quantities, conditions of contract and special conditions (hereinafter collectively referred to as the said condition) have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawings, etc. And such further detailed drawings as may be furnished to the contractor by the said owner through the Architect as described in the said specifications and the said priced scheduled of quantities.
- 2) The Owner will pay to the contractor the sum of Rs. _____ (Rupees _____ only) (hereinafter called the contract sum) or such other sum as shall become payable hereunder at the times and in the manner specified

in the said conditions. However, the actual sum will be paid on the actual value of work done, irrespective of the contract sum.

- 3) The term the Architect/Consultant in the said conditions shall mean the said M/s _____ (Name of the Co./Firm) and in the event of the said Architect/Consultant ceasing to be the Architect/Consultant for the purpose of this contract such other person or persons as shall be nominated for the purpose by the Owner.
- 4) The plans, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.
- 5) The said contract comprises the building _____ works as above mentioned, and all subsidiary work connected therewith with the same site as may be ordered to be done from time to time by the said Owner even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
- 6) Notwithstanding what are stated in the special conditions, conditions of contract and hereinabove stated the owner through the Architect/Consultant reserve to himself the right to alter the drawings and nature of the work and of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract. The decision of the “Estate Committee – RO Raipur” is final and binding on the contractor regarding all the decisions about quality, quantity, specifications of works and terms and conditions of contract.
- 7) The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound hereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
- 8) Any dispute arising under this Agreement shall be referred to the arbitration to a sole arbitrator appointed with consent of the Owner and the Contractor as indicated in the Article of the General Conditions. The award of the arbitration shall be final and binding on both parties.

- 9) In case of dispute between the Architect and the Contractor, the company may decide to take over the project and get the work executed either through newly appointed Architect or by appointing an officer (Project Manager). In such case all the power vested in Architect shall get automatically transferred to newly appointed Architect/Project Manager as the case may be.

IN WITNESS WHEREOF, the parties here to have executed these present the day and year first hereinabove written.

WITNESS

EXECUTANTS

1)

1) OWNER

2)

2) CONTRACTOR

*Common Seal

*In case of the company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc., as the case may be affixing common seal may initial in token thereof and also by putting their names.

