

TERMS AND CONDITIONS

1. Earnest Money:

Earnest Money Deposit (EMD) of **Rs. 16,200/-** (Rupees Sixteen Thousand Two Hundred only) is required to be submitted by Demand Draft/ Bankers Cheque by the Tenderer with the tender. The Demand Draft/Bankers Cheque must be issued in favour of 'S N Bose National Centre for Basic Sciences', payable at Kolkata. EMD deposited by the unsuccessful tenders will be refunded by way of handing over the original Demand Draft/ Bankers Cheque duly endorsed by the Competent Authority of the Centre. The Earnest Money of the Successful Tenderer will be adjusted against the Security Deposit to be recovered from the running account bills. Under any circumstances, SNBNCBS will not be liable to pay any interest on the EMD.

2. Security Deposit:

The Security Deposit shall be collected by deduction from each Running Bill of the contactor @ 5 % of the Gross Amount of the bill, till the sum along with sum already deposited as earnest money amounts to security deposit @ 5 % of tender amount of work.

3. Performance guaranty:

The successful tenderer shall deposit an amount equal to 5 % of tendered and accepted value of the work as performance guarantee as Demand Draft/ Bankers Cheque from a scheduled bank in favour of 'S N Bose National Centre for Basic Sciences', payable at Kolkata, which shall be refunded after defect liability period (one year) after satisfactory completion of work.

4. Refund of Security Deposit:

The Security Deposit may be refunded after the expiry of the defect liability period (One year) after satisfactory completion of work provided the Contractor has satisfactory carried out all work and attended to all defects in accordance with the terms, conditions, specification and items of the work.

5. Removal of improper Work:

The owner shall, during the progress of the work, have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Centre are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Centre shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Centre shall be borne by the contractor or may

be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Centre shall relieve the contractor from his liability of unsound work or bad materials.

6. Cancellation of Work :

The Centre reserves the right to cancel the work order at any point of time without assigning any reason thereof.

7. Payment :

Payment will be made after satisfactory execution of the work and after verification/ certification of bill by the Engineering Section of the Centre, the same bill will be forwarded to Accounts Section for payment subject to scrutiny by the authority of the Accounts Section.

8. Clearing site on completion:

On completion of the works the contractor shall clear away and remove, from the site, all constructional plant, surplus materials and rubbish to the satisfaction of the Centre.

9. Income Tax/ Sales Tax on Works Contract:

The Statutory deduction of income tax / sales Tax as applicable on works contract will be deducted from all interim and final payment to the contractor.

10. Brief Specification:

All items of road work shall be executed based on CPWD specifications including grading requirement of course aggregate (Table -17.2) grading and temperature of bitumen (Table - 17.7), grading requirement of screening (Table -17.9), quantities of materials (Table - 17.13, Table – 17.16) and other relevant activities as per CPWD specification.

11. Scope of work:

The work consist of mainly small stretch for Water Bounded Macadam Road and carpeting work for the portion as shown in the attached sketch. Required Nos. of kerb stone will be provided according to the necessity.

To protect electrical cables if interfered during the progress of work, necessary arrangement such as half brick work over which percast slab will be laid.

12. Royalties & Patents:

The contractor shall pay all royalties and licence fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

13. Superintendence Supervision:

The Contractor shall give all necessary personal Superintendence during the execution of the work and this obligation and liability will continue until expiration of the 'Maintenance Period' (Retention Period). The contractor shall also during the whole time of work when in progress employ a competent representative who shall be constantly in attention at the site while his men are at work Any directions, explanations, instructions or notices given by the Owner or the Architect to such representative shall be deemed to have been given and duly served on the contractor.

14. Failure By Contractors To Comply With Owner's Instructions :

If the contractor after receipt of written notice from the Owner and requiring compliance within ten days fails to comply with such further drawings and/or Owner's instructions, the Owner may employ other person to execute any such work whatsoever that may be necessary to give effect thereto and pay all cost incurred in connection therewith and same shall be recoverable from the contractor by the Owner as a debt or shall have, right to deduct same from any money due or to become due to the contractor.

15. Tenderer Shall Visit The Site :

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

16. Tenders

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

The schedule of quantities shall be filled in as follows:

- i) The 'Rate' column to be legibly filled in ink in both English figures and English words
- ii) Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule of Quantities"
- iii) All corrections are to be initialised.
- iv) The 'Rate Column' for alternative items shall be filled up.
- v) The 'Amount' column for alternative items of which the quantities are mentioned shall not be filled up.
- vi) In case of any errors/omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates.

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

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

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

The works will be paid for as "measured work" on the basis of actual work done.

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

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

The tenderer shall note that his tender shall remain open for consideration for a period of 120 days from the date of opening of the tender.

17. Schedule For Completion Of Work :

The contractor shall submit a time and progress chart in a form approved by the Owner through its Architects within fifteen days from the date of issue of work order or the date on which the contractor is instructed to take possession of the site, whichever is later.

A Bar Chart showing major activities alongwith the target dates for completion has been given in the tender vide Annexure-II and the contractors shall have to follow the same.

The contractors shall have to put all their resources and endeavour to complete the assigned road if possible, earlier than the schedule time shown in the programme. Keeping the general target dates as given in bar chart of the tender, the contractors shall have to prepare detailed PERT Network showing in addition to the items already indicated in the programme, other items, the completion of which would effect the overall time schedule of the programme. This network programme shall clearly indicate the completion of Project. The contractors shall have to prepare their own material in flow according to the final Network Programme as accepted by Owner. The Network programme shall have to be updated at regular intervals and modified programme shall be submitted to the Owner for approval. In no case the overall date for the completion of important items as indicated in the programme should be changed without prior consent of Owner.

18. Co-Operation :

The contractor will be required to consult and co-operate with other contractors whose work may be affected by the work under this contract.

19. Treasure Trove etc.:

Any treasure trove, coin or object antique which maybe found on the site shall be the property of the Owner and shall, be handed over to the Owner.

20. Permits And Licences:

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

21. Government And Local Rules :

The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected The contractor shall give all notices required by said Act, Rules, Regulations and Bye- laws etc and pay all fees payable to such authority/authorities for execution of the work involved The cost, if any, shall be deemed

to have been included in his quoted rates, taking into account all liabilities for licences, fees for footpath encroachment and restorations etc and shall indemnify the Owner against such liabilities and shall defend all actions arising from such claims or liabilities

22. Taxes And Duties :

The tenderers must include in their tender prices quoted for all duties royalties, cess and VAT or any other taxes or local charges if applicable. The rates shall also include sales tax on works contract as per State Government norms

No extra claim on this account will in any case be entertained.

23. Possession Prior To Completion :

The Owner shall have the right to take possession of or use any completed or partially completed part of the work Such possession or use shall not be an acceptance of any work not completed in accordance with the contract Agreement.

24. Excepted Matters :

If the dispute or differences pertain to the under noted matters the decision in writing of the Officer designated in and signing the contract documents shall be final, conclusive and binding on the parties.

- i) Instructions.
- ii) Transactions with Local Authorities.
- iii) Proof of quality of materials.
- iv) Assigning or underletting of the contract.
- v) Certificate as to the causes of delay on the part of the contractor and justifying extension of time.
- vi) Rectifying of defects pointed out during the Defects Liability Period.
- vii) Notice to the contractor to the effect that he is not proceeding with due diligence.
- viii) Certificate that the contractor has abandoned the contract.
- ix) Notice of determination of the contract by the Employer.

25. Quantity of Work To Be Executed:

The quantities shown in the Schedule of Quantities are tentative to cover the entire new structure indicated in the drawings but same may vary on the basis of actual requirement at site. As such no claim on this ground will be entertained by the Owner. The Owner reserves the right to execute only a part or the whole or any excess of the work thereof without assigning any reason thereof.

26. Other Persons Engaged By The Owner:

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

27. Labour & Payment of Wages to Labour:

No labour below the age of 14 years shall be employed on the work.

Payment of Wages to Labour

a) The contractor shall pay to labour employed by him either directly or through specialised firms, wages not less than fair wages as applicable within the State of West Bengal or as per the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 wherever applicable.

28. Contractor To Provide Everything Necessary :

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

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

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the erection, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc as occasion shall be required or when ordered so to do and shall fully reinstate and

make good all matters and things disturbed during the execution of works to the satisfaction of the Owner.

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

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

29. Time Of Completion, Extension Of Time & Progress Chart :

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

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

2. Extension of Time: If in the opinion of the Owner the works be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Owner in consequence of proceedings taken or threatened by or disputes, with adjoining or neighbouring owners or (c) by the works, or delay of other contractors tradesmen engaged or nominated by the Owner and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building or trades or (f) from other causes which the Owner may consider are beyond the control of the contractor, the Owner at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the Owner failing to give possession of the site upon the day specified above the time completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the contractor shall immediately give the Owner, written notice thereof. Nevertheless, the contractor shall use his best endeavours to prevent delay and shall do all that may be reasonably required, to the satisfaction of the Owner to proceed with the works and on his doing that it will be ground of consideration by the Owner for an extension of time as above provided. The decision of the

Owner as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the Owner shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 41 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed the Owner were substituted for and the damage shall be deducted accordingly.

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

30. Tools, Storage Of Materials, Protective Works And Site Office Requirements :

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

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

The contractor shall provide, fix up and maintain a telephone connection in their site office.

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

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

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

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cistern, water tanks etc used for the storage

of water must be suitably protected against breeding, of mosquitoes. The contractor shall indemnify the Owner against any breach of rules in respect of anti-malarial measures.

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

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

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

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

Storage of Materials: The contractor shall provide and maintain proper shed for the storage and adequate protection of materials etc and other work that may be executed on the site including the tools and materials of nominated sub-contractors and remove same on completion.

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

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

31. Materials, Workmanship and Samples:

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

The Contractor shall have to arrange water by boring tube well for Building work at his own cost.

Materials conform to the relevant I S. Standards or as specified in the specifications shall be supplied by the contractor for the execution of work at his own cost as directed by the Owner. The necessary charges for transporting etc, shall have to be borne by the contractor. No extra payment on this account should in any case be entertained. The contractor shall 'provide all assistance, instruments, machine labour and materials for examining measuring and testing of work and the quality, weight or quantity of any materials used and supply samples before incorporation in the work as may be selected and required by the Owner. All materials should be carried out as per latest' IS. specifications as advised by he Owner.

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

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

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

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

32. Variation / Deviation :

The contractor may when authorised and shall, when directed in writing by the Owner and or omit, or vary the works shown in the drawings or described in the specifications or included in the priced schedule of 'quantities. The contractor on his own accord shall make no addition, omission or variation without such authorisation or direction A verbal authorisation or direction

by the Owner shall when confirmed correctly by the contractor in writing within 8 days shall be deemed to have been given in writing.

The contractor shall send to the Employer once in every month a statement giving particulars, as full and detailed as possible, of all claims for any additional payment to which the contractor may consider himself entitled and of all extra or additional work ordered by the Employer which he has executed during the preceeding month.

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

- i) The net rates of prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the. Work priced therein.
- ii) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items the purpose of such deviation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills/vouchers dependable printed price schedules of building materials of different types shall be adopted, using factors and constants for quantum of material, labour T & P and sundries from standard analysis of rates adopted by the National Building Organisation, Ministry of 'Works & Housing, Govt of India in preparation of D.S.R. 2007 and adding 15% towards profits and overheads. When called upon to do so the contractor shall submit the required purchase bill/vouchers.
- iii) In respect of a contract which incorporates more than one schedule the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs shall be taken as the lowest applicable rate in other schedule. Similarly in case (ii) above if similar or near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, similar or near similar items from the other schedule shall be adopted.
- iv) In the case of additional, altered or substituted (deviated) work for which rates cannot be reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices, substantiated by purchase bill/vouchers, using factors and constants for quantum of materials, labour, T & P and sundries from standard 'analysis of rates adopted by the Delhi Schedule of Rates, 2007 and addition 15% towards profit and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers to the architects and employer.

v) The tender rates will hold good for any increase and decrease in the tender quantities upto a variation of 25% except in the case of item below plinth 1 level where the variation will be upto 100%. For variation beyond the above limit rates for the respective items for quantity beyond the limits mentioned above may be worked out on market rates.

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

vii) In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principles enunciated and the architect, after scrutinizing the analysis and other papers furnished will allow such rates as he considers reasonable.

viii) Where extra work is of such a nature that it cannot be properly measured valued the contractor shall be allowed day work priced at the net rates stated the tender or the priced schedule of quantities or if not so stated then in accordance with the minimum local day work rates and wage for the district notified by the concerned authority provided that in either case if required by the architects, vouchers, muster rolls and other documents, required for proper verification of the labour employed, and the materials deployed on the said work and the costs thereof be delivered to , the Owner or his representative on before the end of the week following that in which the work has been' executed. The question as to whether extra work is of such nature that it cannot be properly measured or valued, will be decided by the Owner. The margin to be allowed on actual costs to the contractor towards profit and overhead shall be 15%.

33. Clearing Site on Completion:

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Owner/Architects.

34. Defects After Completion:

The contractor shall make good at his own cost and to the satisfaction of the owner all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default, the Owner may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Owner or may be deducted by the Owner, in lieu of, such amending and

making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under Clause No 2. together with any expenses the Owner may have incurred in connection therewith.

35. Escalation:

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

36. Idle labour:

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

37. Suspension:

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

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with, if the contractor fails to start the work within 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the Owner may proceed as provided in Clause 38 (Termination of Contract by Owner).

38. Termination of Contract By Owner:

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable within fourteen days

after notice to him requiring him to do so, to show to the reasonable satisfaction of the Owner that he is able to carry out and fulfil the contract, and if so required by the Owner to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors' of the contractor, or shall assign, charge or encumber this contract or any payments due or which may' become due to the contractor, thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform 'the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the Owner not exercise such diligence and make such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the Owner after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the, Owner may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Owner of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the Owner or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffoldings, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or 1 roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons' or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or things to prevent or 'hinder such other contractors' or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the Owner shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of 14 days after receipt by him the Owner may sell the same by Public Auction and shall give credit to the contractor for the amount so realised Any expenses or losses incurred by the Owner in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security deposit.

39. Water Supply:

The rates quoted by the contractor shall include all expenditure for providing water for the full contract period required for the works, including that for the work people and all staff on the site. He may make his own arrangement for the supply of good quality water suitable for use in the works and the work people. He shall obtain municipal connection and all charges for connection and consumption shall be borne by him. If municipal water is not available, or inadequate, he shall make other arrangements like sinking tubewells, or making bore-wells, or transport from outside by tanker, or any other suitable means entirely at his cost, and no separate payment for the same will be made.

40. Liquidated Damages:

Should the work be not completed to the satisfaction of the Owner within the stipulated period, the contractor shall be bound to pay to the Owner a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

- a) For contracts having stipulated time of completion not exceeding 6 (six months):
The Contractor should pay compensation for delay of work @ 1.5 % per month of delay to be computed on per day basis which shall not exceed 10 % of the tendered value of work.
- b) For contracts having stipulated time for completion exceeding 6 months but not exceeding 2 years (24 months) :
0.50 % of the accepted tendered amount shown in the tender per week of delay subject to ceiling of 5% of the accepted contracted sum.

41. Action When Whole Of Security Deposit Is Forfeited :

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay liquidated damages amounting to the whole of his security deposit, the Owner shall have power to adopt any of the following courses.

- a) To rescind the contract(of which rescission notice in writing to the contractor under hand of the Owner shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.
- b) To employ labour paid by the Owner and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and price of ,material (of the amount of which cost and price of a certificate of the' Owner shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the

terms of this contract the certificate of Owner as to the value of the work done, shall be final and conclusive against the contractor;

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

In the, event of any of above courses being adopted by the Owner the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into, any engagements, or make any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum or any work thereto for actually performed under this contract, unless, and until the Owner/Architects 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.

42. Arbitration

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to sole Arbitrator to be appointed by the Director of the Centre at the time of dispute.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation or arbitration under the clause.

It is a term of the contract that the cost of arbitration will be borne by the parties themselves equally.

The venue of arbitration shall be Kolkata.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules make hereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

43. Declaration:

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the Tender Notice and information to website publication, Definition of Terms, Terms and Conditions from Sl. No. 1 to 42 laid down in this Tender Documents which includes General Conditions of Contract, Technical Specifications, Scope of work and other relevant matters etc. and understood the same. On the basis of it, I/We quoted our rates in the schedule of quantities attached with the tender documents.

I/We shall also uniformly maintain such progress with the work, as may be directed by the Owner to ensure completion of same within the target date as mentioned in the tender documents.

Witness

Signature of Tenderer

Address:

Date: