

## TERMS & CONDITIONS OF THE TENDER

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### 1. CLIENT

The term "Client" shall mean National Insurance Co.Ltd. with their Head Office at 3, Middleton Street, Kolkata - 700071.

### 2. SCOPE OF WORK

The scope of work consists, as described in the schedule of quantities and any further instructions, which may be issued from time to time by the Client. Contractor should take care of all incidental costs namely scaffolding and de-scaffolding etc. while quoting their rate. No separate payment will be entertained on this account.

### 3. WORKING HOURS

Working hours is from sunrise to sunset without disturbing the occupants of other flats in the building in any manner. Company is not liable for loss of working hours of the contractor.

### 4. GUARANTEE OF SPECIFICATION

The contractor shall provide guarantee of materials specification for all items, components/parts that cannot be checked at site.

### 5. TAXES

No other taxes except GST will be paid separately. Contractor should furnish details of GST registration in the format enclosed (Annexure-1). Contractors who are exempted from GST should provide declaration (Annexure-2) to that effect.

### 6. CONTRACTOR TO PROVIDE

The contractor shall provide at their own cost for all materials and labor of every description and tools, tackles etc., including transport for proper carrying and executing and completion of the work to the satisfaction of the Client.

### 7. DAMAGE TO PROPERTY

The Contractor shall be responsible for all damages to property and for any injury or loss caused to the work, to persons, animals or things. He shall effect any insurance necessary and hold the client entirely free from any responsibility in this respect.

### 8. CORRECTION OF INCORRECT WORK

The contractor shall set the work and be responsible for the same, amend at his own cost and to the satisfaction of the Client any error, which may arise through inaccurate setting out.

### 9. SUPERVISOR/ENGINEER

2 | Page Exterior Painting and Miscellaneous civil works in Mayur Niketan Apartment, FE Block, Salt Lake, Kolkata-106



The contractor shall keep a competent qualified supervisor constantly on the site who will be responsible for carrying out of the work to the true meaning of the drawings and specifications and to the satisfaction of the Client. Any direction and instruction given to him in writing shall be considered to have been given to the Contractor.

**10. CONTRACTOR TO DISMISS PERSON(S) FROM THE WORKS**

The contractor shall on request of the client, immediately dismiss from the works any persons(s) employed thereon by him, who may, in the opinion the Client is incompetent or has misbehaved himself.

**11. STORAGE OF TOOLS AND MATERIALS**

The Contractor shall make his own arrangement for storage of tools and materials, within the site after getting prior permission of the client and the contractor shall be fully responsible for his materials and tools at site.

**12. CLEANING OF SITE**

The contractor shall remove all rubbish and superfluous materials from his own work and leave the premises clean on completion of his work to the satisfaction of the client every day, and finally on full completion of the work storage and clearance of waste materials and rubbish from the floor outside shall be accordance with local Municipal Rules at force and for that no payment will be made to contractor.

**13. CONTRACTOR NOT TO SUB-LET**

The contractor shall not, without written consent of the client, assign or sub-let any portion of the work to any other contractors(s).

**14. DEFECT LIABILITY PERIOD**

The contractor shall make good at his own cost and to the satisfaction of the client, all defects or any other faults arising in the opinion of the client, from the work or materials not in accordance with the drawings/specifications or the instructions of the client, which may appear within twelve months from completion of the work.

**15. LIQUIDATED DAMAGES FOR NON-COMPLETION OF WORK IN DUE TIME**

Liquidated damages for non-completion of work within stipulated completion time will be charged @1% per week or part thereof, subject to maximum of 10% of tendered value.

**16. TIME OF COMPLETION**

Time of completion is 60(Sixty)calendar days from the date of work order.

**17. ESCALATION OF COST**

No escalation of cost will be allowed, for any of the items of work under any circumstances.

#### 18. SUPPLY OF MATERIALS

The Contractor will supply all materials as required for the completion of the job. The quality of materials should confirm to ISI or equivalent standard as per specifications. The selection of the final make/brand shall be made by the client and the contractor will be required to use/supply only the selected brand. If any inferior/unspecified/different materials are found at the site, those will be rejected forthwith by the client. The Contractor at their own cost should remove rejected materials from the site. The contractor may be called upon to submit necessary proof of purchase of branded materials from respective company's authorized dealers.

#### 19. SECURITY MONEY DEPOSIT

Earnest Money Deposit (EMD) will be treated as Security Money Deposit.

#### 20. PRICE BASIS

All works will be carried out as per the item description indicates and also as per the instructions by the client. The final value of the work will depend upon the actual quantities of works executed.

#### 21. TERMS OF PAYMENT

The contractor will be paid Final Bill for the total work subject to satisfactory completion of the work.

#### 22. LABOUR RULES AND LAWS

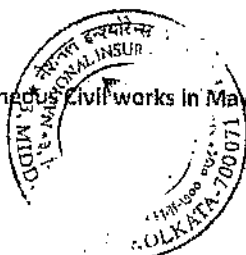
The contractor shall abide by all existing Govt. Labor rules and laws as may be applicable for the said work. In the event on any default on the part of the contractor in settling the dues to the laborers, the payment shall be made by the client to them on their demand and the same will be recovered from the contractor's bills. NICL will not be responsible for any loss or liability occurring as a result of breach of labor rules and laws.

#### 23. TERMINATION OF CONTRACT

The client reserves the right of cancelling the work order and to terminate the contract if at any stage found unsatisfactory and are not carried out as per schedule drawings and instruction and/or defective/or substandard works or/ and materials are not rectified/replaced immediately. And in such case, the client will have the full liberty to get the balance work completed by any other agency or contractor at the cost of the terminated contractor by giving a notice of 3 (three) days.

#### 24. UNSPECIFIED ITEMS

The client reserves the right of ordering any other works not included in the above schedule quantities but required for proper completion of work. The rates of such works will be worked out adding 15% as profit including O.H. charges to prime cost (actual cost) for labor and material. Total amount for extra work will not exceed 15% of total tendered



value. Moreover, the client reserves the right to cancel certain items in part/full from the Bill of quantities. Office/client/Company will finalize the extra item rates, if any.

**25. RATES & ACCEPTANCE**

The tenderer shall quote the rates of each item and the sum total both in figures and words and also sign on all pages of the tender document

**26. VALIDITY OF OFFER**

The offer should be kept open for 60 (Sixty) days from the date of opening of the tender.

**27. INSURANCE**

Contractor should take necessary insurance policies like Employee's Compensation Policy (earlier known as Workmen Compensation Policy), Public Liability, etc. during the period of repair/renovation.

**28. SPECIFICATION**

The specifications of items should confirm to ISI/National Building code and the current PWD schedule of rates prevailing in the locality.

**29. VIRTUAL COMPLETION OF WORK**

On completion of all works, the contractor shall inform in writing to the client. The date of such letter submitted shall be taken as the date of virtual completion, provided that the work is actually found to be finished as per the schedule of items of works and certified by the owner/resident.

**30. ARBITRATION**

In the event of any dispute or difference between the contractor and the client during the work, the client shall appoint a single arbitrator of his choice within the jurisdiction of Kolkata and the decision given by the arbitrator shall be final and binding on all.

National Insurance Company Limited  
3, Middleton Street  
Kolkata - 700071.