

# **The Oriental Insurance Company Ltd.**

**Regional Office  
Hansalaya Building ,10<sup>th</sup> Floor ,  
Barakhamba Road,  
Connaught Place,  
New Delhi-110001**

## **Tender Documents**

**NAME OF WORK:**                   **Modification of RM Cabin and Addition  
Alteration at**

**THE ORIENTAL INSURANCE CO. Ltd.  
Regional Office**

**At**

**10<sup>th</sup> Floor ,Hansalaya Building,  
Barakhamba Road , Connaught Place  
New Delhi-110001**

**Lead Consultants:**                   Vastu Mandal  
Architects & Interior Designers  
F-328, Lado Sarai,  
New Delhi-110030  
Ph 41665455 Fax 41665455  
E-Mail –vastumandal@gmail.com

**PART –I**

**TECHNICAL BID**

IMPORTANT

The contractor should satisfy him that no paper or document from this sealed document is missing while submitting this tender consisting of 1 to 29 pages

Tender issued to: -

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Issued By

Dy. General Manager  
Regional Office ;  
Hansalaya Bldg., 10th Floor,  
Barakhamba Road, Connaught Place,  
New Delhi-110001  
(Issuing authority)

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Dy.General Manager  
(Regional Office)  
Oriental insurance Company Ltd Hansalaya  
Bldg. 10h Floor  
Barakhamba Road, Connaught Place  
New Delhi-110001

(Issuing and authority)

**The Oriental Insurance Company Ltd.**  
Regional Office-Hansalaya Building  
10th Floor ,Barakhamba Road  
Connaught Place  
New Delhi

**Notice Inviting Tender**

**Name of Work; Modification of RM Cabin and Addition / Alteration at  
THE ORIENTAL INSURANCE CO. Ltd. Regional Office At  
10<sup>th</sup> Floor ,Hansalaya Building, Barakhamba Road , Connaught  
Place New Delhi-110001**

Tenders are invited from reputed contractors for above work under two bids System (Technical & Financial) from eligible and experienced contractors with sound financial position.

The tender document containing terms and conditions including drawings and Price Bid etc. can be obtained from our office Regional Office-1,Hansalaya Building,10th Floor Barakhamba Road ,Connaught Place ,New Delhi-110001, (10.00 AM to 3.30 PM) on all working days between the dates given below

**Sale of tender (Date )** 4<sup>th</sup> Feb 15 to 13<sup>d</sup> Feb 15

The tender documents can also be downloaded from our website [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in) OR from [www.tender.gov.in](http://www.tender.gov.in) If downloaded from website then the contractor has to attach a demand draft for Rs 500/ from a Scheduled Bank shall be paid in favour of "**Oriental Insurance Co. Ltd.**", as cost of Tender documents along with EMD failing which tender will be rejected

<b>Cost of tender</b>	Rs 500/- ( Non refundable)
<b>Time &amp; Date of Submission</b>	<u>13<sup>th</sup> Feb 2015 upto 2.30PM</u>
<b>Time &amp; Date of Opening (Tech Bids)</b>	<u>13<sup>th</sup> Feb 2015 at 3.00 PM</u>
<b>Time of Completion</b>	21 <u>Days</u>
<b>Estimated Cost of works</b>	<u>3,00,000/- (Rs Three lacs Only )</u>
<b>Earnest Money</b>	<u>Rs 6,000 /-( Six Thousand only)</u>

- a. The tenderers must satisfy themselves that they have adequate experience to handle this comprehensive multi-disciplinary project within the stipulated

time schedule of 21 days They should produce documentary proof of satisfactory completing at least one jobs of similar nature, for Government, Semi-Government, Private/Public Sector organization in last seven years date from date of sale of tender documents. The similar nature works shall mean CIVIL REPAIR WORKS

## Instructions to the Tenderers

The Tender document for the above work are prepared in two bid system Part-1 Technical Part of tender document, consisting of form for tender agreement, conditions of contract, specifications, construction time schedule and list of drawings. Part II Financial part of tender document consists of schedule of quantities for quoting rates and amount.

1. The stipulated completion period is 21 days from the date of award of work or from the date of release of site whichever is earlier.
2. The Earnest Money Deposit of Rs.6,000/- ( Rs Six Thousand only) shall be paid with the tender document under Account Payee Banker's Pay Order or Demand Draft drawn in favour of "Oriental Insurance Co. Ltd., "
3. The tenders are requested to strictly observe the entire following procedures for submission of the duly filled in tender.

- a) The Financial Bid contains the schedule of Quantities and Rates for the works to be undertaken.

The approximate quantities of each individual item are indicated therein. The quantities are based on rough estimates and the Architect / Employee reserve the right to vary the same depending upon the contingencies.. The tender shall indicate the rates in the column provided for inserting the rates, at which he/she proposes to undertake the work described in the respective column. The rate shall include all aspects of cost such as labour, materials, plants, equipments, transportation, all taxes, duties, royalties, cess and sales tax etc. On ground will the tenders be allowed to amend or enhance or reduce the rates after submission of the tender. The rate quoted shall correspond to the unit indicated in the Schedule of the Quantities and Rates.

Further, the Contractor shall calculate and insert in the appropriate column the amounts corresponding to each obtained by multiplying the rate quoted by the Contractor for a particular item to the quantity indicated for those particular items, in case of incorrect multiplication and insertion of the amount, the rate quoted by the contractor will be considered as correct.

The tender shall make the sum of all amounts corresponding to each item obtained as stated above per page and write the same at the bottom of each page. These figures shall also be carried forward for making total of all amounts for each type of work.

The price Bid so prepared shall be enclosed in a Separate coverand superscribed as **PRICE BID :**

**Modification of RM Cabin and  
Addition / Alteration at  
THE ORIENTAL INSURANCE CO. Ltd.  
Regional Office -I At 10<sup>th</sup> Floor  
,Hansalaya Building, Barakhamba Road ,  
Connaught Place New Delhi-110001**

4. The rates and amounts must be quoted in Rupees and Paise both in words and figures.

5. The rates quoted by the Contractor shall prevail in case of discrepancies if any.
6. Any correction to rates and amounts written by tenderers shall be by clearly striking out unwanted writing and initialing the desired writing. Repeated correction on an item shall invite disqualification of the tender.
7. The complete tender document duly filled in as stated above shall be submitted in the **Office of the Dy. General Manager, Oriental Insurance Co. Ltd Regional Office: Hansalaya Bldg., 10<sup>th</sup> Floor Barakhamba Road, Connaught Place, New Delhi-110001 on or before 2.30 p.m. on 13<sup>th</sup> Feb 2015. Technical Bid (Part I of the tender) will be opened on 13<sup>th</sup> Feb 2015 at 3.00 PM** in presence of the tenders or their authorized representatives who may wish to remain present. Part II of the Financial Bid will be opened on a later date after evaluation of the capability of the tenders to handle job of the nature and magnitude.
8. Tenders received later than the stipulated time and date shall not be considered even though posted in time.
9. The tenders are advised to inspect the site, examine the drawings and make all investigation regarding the extent of work, its scope and conditions under which the work is to be executed. No claim for any extra payments of any kind on account of lack of information about the site conditions or otherwise shall be entertained after the award of the contract.
10. The tender documents shall be signed by the authorized signatory. On each page at in bottom with seal The tender documents shall not be amended, corrected, defaced, altered, except at the places where tenderers are stipulated to do so. The tender set corrected as stated above is liable to be rejected.

Within 7 days of the award of Contract by the Employer the successful tender shall be required to enter upon a formal agreement. Failure on the part of the contractor to do so shall make him liable to forfeit his claim to refund of the earnest money and under such circumstances; Oriental Insurance Co. Ltd. can execute the subject work through some other agency at the risk and cost of the defaulting tender.

The offer of the tender shall remain open upto **180** (hundred and eighty) days from the date of opening of the tender.

It is the intention of the Employer to engage the same agency for carrying out all the works pertaining to repairs & flooring. It is, therefore, required that all tenders shall tender for all parts and items of work in the tenders. Tenders of Contractors who do not submit their offer for all items work shall be disqualified.

The Employer/Architect reserves the right to reject any or all of the tenders, either whole or in part without assigning any reasons.

Tender submitted without a valid earnest money shall be disqualified.

The contractor shall not be entitled to any compensation for loss suffered by hindrance on account of delays in commencing, executing the work, whatever the cause for such delays may be including delays in procuring Government controlled materials.

The rates of different items are for all heights, depths curvatures and width unless otherwise specified in the item of work.

Upon completion of the work all the areas should be cleaned. All floors, doors, windows, surface etc. shall be cleaned in a manner which will render the work acceptable to the Employer. All rubbish shall be removed from the site and shall not be dumped in the surrounding areas.

Dy. General Manager  
Regional Office ;  
Hansalaya Bldg., 10th Floor,  
Barakhamba Road, Connaught Place,  
New Delhi-110001  
(Issuing authority)



# The Oriental Insurance Company Ltd.

Regional Office- Hansalaya Building  
10th Floor ,Barakhamma Road, Connaught Place  
New Delhi

Name of the work: **Modification of RM Cabin and Addition / Alteration at  
THE ORIENTAL INSURANCE CO. Ltd. Regional Office  
At 10<sup>th</sup> Floor ,Hansalaya Building, Barakhamba Road ,  
Connaught Place New Delhi-110001**

## ENVELOPE 1

List of documents, specifications, conditions of contract, etc. to be submitted in envelope marked **No.1 Technical Bid.**

The following documents shall be submitted as a part of Technical Bid. ( **Please place a tick mark against all points for which documents are being submitted.**)

1. Demand Draft from a Scheduled Bank in support of having paid the earnest money.
2. List of similar jobs executed in last 7 years. Please give the details of the jobs executed. (Minimum criteria will be execution of one similar job<sub>1</sub> for Government, Semi-Government, Private/Public Sector organization in last seven years date from date of sale of tender documents  
The details of satisfactory completion certificates shall be given in following format from the clients.

Name of work:

Name of person to be contacted

For reference

Address

Telephone

Value of work:

Time of completion:

Satisfactory Completion Certificate from client:

3. TIN No./ Works tax registration Certificate
4. PAN No
5. Annual Report (Balance sheet and Profit and Loss Account of last 3 Years , ending march 31 of previous financial year

## **ENVELOPE 2**

Financial Bid submitted in envelope marked No.2. **Financial/Price Bid.**

**Note:** All the above documents and lists must be signed along with seal by the tender before submitting the tender.

## **ENVELOPE 3**

Both the envelopes marked **No.-1 Technical Bid** and envelope marked **No.2-Financial Bid shall be submitted** on or before 2.30 pm on 13<sup>th</sup> Feb 2015, in the office of

Dy. General Manager  
Regional Office  
Hansalaya Bldg., 10th Floor,  
Barakhamba Road, Connaught Place,  
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## ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at \_\_\_\_\_  
This day of \_\_\_\_\_ between the Dy.General Manager,  
Oriental Insurance Company Ltd. (hereinafter referred as the Employer which  
expression shall include their heirs, Executors, Administrators & Assigns) of the one  
part and M/s \_\_\_\_\_ the Contractor (which  
expression shall include their heirs, executors, administrators and assigns) of the  
other.

WHEREAS the Employer is desirous to carry out, **Modification of RM Cabin  
and Addition / Alteration at THE ORIENTAL INSURANCE CO. Ltd.  
Regional Office -I At 10<sup>th</sup> Floor ,Hansalaya Building, Barakhamba Road ,  
Connaught Place New Delhi-110001**

and has caused drawings and specifications describing the work to be done,  
prepared by M/s Vastu Mandal , Architects and Interior Designers , F328 , Lado  
Sarai, New Delhi, 110030 (hereinafter referred to as the Architect) and

WHEREAS the specifications and Priced Bills, Schedules of Quantities have been  
signed by or on behalf of the parties here to and

WHEREAS the contractor has agreed to execute upon and subject to the  
conditions set forth herein (hereinafter referred to as "The said conditions,") work  
shown upon "The said drawings" and described in "The said Specification" and "The  
said, Schedule of Quantities", at the respective rates mentioned in the Priced  
Schedule of Quantities constituting the tender documents."

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the Contractor as hereinafter  
provided he shall upon and subject to the said conditions execute and complete  
the work upon the said drawings and such further drawings as may be furnished  
to him by the said Architect and described in the said Specification and the said  
Priced Schedule of Quantities.
2. The Employer shall pay the contractor such sums as shall become payable  
hereunder at the time and in the manner specified in the said conditions.
3. The term "Architect" in the said Conditions shall mean M/s. VASTU MANDAL,  
ARCHITECTS & INTERIOR DESIGNERS  
or  
in the event of his death or ceasing to be the Consultant Architect for that  
purpose of this contract, such other person as shall be nominated for that  
purpose by the Employer, not being a person to whom the Contractor shall  
object for reasons considered to be sufficient by the Employer. Provided always  
that no person subsequently appointed to be Consultant Architect under this  
Contract shall 'be entitled to disregard or overrule any decision or approval or  
direction given or expressed in writing by the Consultant Architect for the time  
being.
4. The Agreement and Documents mentioned above shall form the basis of this  
Contract and the decision of the said Consultant for the time being as mentioned  
in the Conditions of Contract in reference to all matters of dispute as to the  
material, workmanship or account and as to the intended interpretation of the

Clauses of this Agreement or any other Document attached hereto shall be final and binding on both parties and be made" a Rule of Court

5. The Employer through the Architect reserve to himself the right of altering the drawing and nature of the work and adding to or omitting any items of work or of having portion of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to the Contract.
6. The said Conditions shall be read and construed as forming part of this Agreement, and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the Agreements on their parts respectively in such conditions contained.
7. All disputes arising out of any connected matters with this Agreement shall be deemed to have arisen in New Delhi and only the Courts in the, New Delhi-shall have jurisdiction to determine the same.
8. The several parts of the Contract have been read and fully understood by us.

As witness out hands this \_\_\_\_\_ day of \_\_\_\_\_ 2015

Signed by the Employer in the presence of

WITNESSES

(EMPLOYER)

(1) Signature

Name and Address

WITNESS

(2) Signature

Name and Address

Signed by the said Contractor in the presence of

WITNESS

(CONTRACTOR)

(1) Signature

Name and Address

WITNESS

(2) Signature

Name and Address

NOTE : The agreement shall be made on Rs 100/- (Rupees One Hundred Only )  
Non Judicial Stamp Paper

# **The Oriental Insurance Company Ltd.**

**Regional Office-Hansalaya Building  
10th Floor ,Barakhamma Road, Connaught Place  
New Delhi**

## **GENERAL CONDITIONS OF CONTRACT**

### **DEFINITIONS & INTERPRETATIONS**

#### **1. INTERPRETATIONS**

In construing these conditions and specifications, schedule of quantities and contract agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- a) "Employer" means the Oriental Insurance Company Ltd., On whose behalf tenders are invited and including its legal representatives, successors and permitted assigns and its authorized representatives.
- b) "Contractor" means the person or persons, firm and company whether incorporated or not, employed as Contractor by the Employer for undertaking the work and shall include Contractor's representatives, successors, legal heirs and permitted assigns.
- c) "Sub-Contractor" means the person or persons, firm or company to whom any of the Contract has been sublet by the Contractor with the written consent of the Employer/Architect and includes the Sub-Contractor's representatives, successors, legal heirs and permitted assigns.
- d) "Architect" means Ms Vastu Mandal, Architects and Interior Designers, F-328 Lado Sarai, New Delhi-110030 or in the event of their ceasing to be Architect for the purpose of this contract, for whatever reasons, such other person(s) or firm as the employer shall nominate for that purpose.
- e) Chairman and Managing Director means the Chairman and Managing Director of Oriental Insurance Company Limited at the relevant time. Relevant time will mean the time when action is taken under this Agreement.

Regional incharge means the Dy.General Manager, being the senior most officer incharge of the Regional Office -1 , Hansalaya Building ,10<sup>th</sup> floor , Barakhamba Road, Connaught Place, New Delhi-110001 under whose guidance the work is being executed at

**THE ORIENTAL INSURANCE CO. Ltd. Regional Office  
At 10<sup>th</sup> Floor ,Hansalaya Building, Barakhamba Road ,  
Connaught Place New Delhi-110001**

- f) at the relevant time.

- g) "Employer's Representative" means a officer nominated by the Employer to act on his behalf for the purpose of this administration of contract.
- h) "Architect's Representatives" means the person or firm as notified by the Architect for the purpose. There may be a number of such representatives for varying purposes. The architect's representatives shall be responsible to the Architect.
- i) "Contract" means the documents forming the tender and acceptance thereof and the Contract Agreement between the Oriental Insurance Company Ltd ,and the Contractor, if executed together with the documents referred to therein including the terms and conditions, general and special specifications, designs, drawing, priced bills, schedule of quantities and instructions issued from time to time by the Architect/Employer's Representatives/Officer in-Charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
- j) "Contract Price" means the sum named in the letter of Acceptance subject to such additions or deductions there from as may be made under the terms of the Contract.
- k) "Works" means the work including supply of items, installation, testing and any work incidental to it to be executed in accordance with the contract.
- l) "Constructional Plant" means all plants, tools, tackles, appliances or equipments, implements, scaffolding of whatever nature required for execution of the works, but does not include materials, equipments or other things intended to form part of the permanent works.
- m) "Temporary Works" means all temporary work of every kind required for the execution of the works by the Contractor.
- n) "Specifications" means the specification annexed to or issued with the tender and any modification thereof or addition thereto as may be from time to time be furnished or approved in writing by the Architect/Consultants/Employer.
- o) "Drawings" means the drawings referred to in the specifications and any modification of such drawing approved in writing by the Architects/Employer/Engineer and such other drawings as may from time to time be furnished or approved in writings by the Architect/Employer/Engineer.

"Site" means premises within Company's Office at

**THE ORIENTAL INSURANCE CO. Ltd. Regional Office  
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where the works are to be executed or carried out.

- p) "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- q) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- r) "Month" means English calendar month. "Day" shall mean calendar day of 24 hours each.
- s) "Week" means English Calendar week of seven days each.
- t) "Virtual completion" means physical construction of all aspects of the contracted work and certified by the Architect as being ready for occupation by the Employer.

## **2. SINGULAR AND PLURAL**

Words importing the masculine gender or singular number shall also include the feminine gender and plural and vice versa where the context so requires.

3. The Architect shall be the Employer's representative. The Architect shall periodically visit the site to familiarize himself generally with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with the Contract Document. During such visits and on the basis of his observation while at the site he shall keep the Employer informed of the progress of the work, shall endeavor to guard the Employer against defects and deficiencies in the work of the Contractor and he shall condemn work which fails to conform to the Contract Document. He shall have authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to ensure the proper execution of the Contract.

## **CONDITIONS OF CONTRACT**

### **1. EXTENT OF WORK:**

The Contractor shall execute/complete the work strictly in accordance with the relevant drawings and specifications prepared as per details, drawings, directions, instructions, specifications and orders that may be given to the Contractor by the Architect/Employer from time to time. The Contractor shall also carry out such changes, alterations modifications, as may be decided upon by the Employer and the Architect during the progress of work.

### **2. SITE INSPECTIONS:**

The contractor shall visit the site and get fully acquainted with the general and local site conditions particularly in respect to the transportation, handling of the various equipments and machinery, loading and unloading of the contraction material and they will also have to study the availability of skilled and unskilled labour required for the timely and efficient completion of the work.

### **3. QUALITY OF WORKS:**

The work shall be executed with materials and workmanship of the respective kind desired and described in the specifications for the work and as required as to the complete satisfaction of the Architect/Employer. Whenever as specified, the Architect/Employer may ask the contractor to obtain a certificate to the effect that the material is of the specific manufacturer.

### **4. RATES:**

The Employer shall pay the Contractor, who shall receive the payment in respect of the work executed as per the schedule of quantities and rates enclosed herewith duly accepted by both the parties. No escalation in rates will be payable during the period of execution of work.

### **5. TIME/WORKS PROGRAMME:**

The Contractor shall begin the work within seven days of the written order to commence the work, which he may receive from the Architect/Employer and shall proceed with the work without stoppages or suspension and with all due care, diligence and expedition and complete the same together with all extra and additional work as may be decided upon and orders by the Architect/Employer and execute and complete the entire work in every respect as per approved works programme submitted by the Contractor, and latest by the following dates:

Date of Commencement of the work shall be reckoned from the 7<sup>th</sup> day of award of work order.

Period of completion of work 60 Days.

Time shall be essence of the contract and decision of the Employer in the matter of date of starting, progress of execution and completion of the work, shall be final and always binding upon the contractor.

If the Contractor fails to start the above work as mentioned above or shall stop or suspend the work or fail to complete the work as provided in the works programme



within the dates specified herein, the contractor shall agree to pay the employer by way of liquidated damages and further damages to the Employer as under.

**Rs.4,000/-** (Rupees four thousand only) per day delay in starting work with adequate arrangement of persons, equipment and materials, commensurate with the works programme, subject to maximum of 10% of the contract amount.

Rs., 4000/- (Rupees four thousand only) per day for suspension or stoppage of work.

If the Contractor fails to complete the works within the stipulated date of completion as per the Agreement/Contract, or within any extended time (Granted extension of time) he shall be liable to pay 0.5 % of contract amount per day subject to a maximum of 10 %(Ten percent) of the contract amount as liquidated damages. The decision of the Regional in-Charge of Employer in this regard will be final and binding on the contractor.

If in the opinion of the Architect/Employer the work is delayed:

- a) By any unforeseen circumstances having no fault on the part of the Contractor.
- b) By delay of work by other Contractors or workmen engaged by the employer.

OR

- c) By reason of authorized extra additional work.

OR

- d) From other causes beyond the control of the Contractor, of the Employer in Consultation with the Architect may give such reasonable extension of time at his sole discretion for the completion of work provided, however, that the best of endeavors to prevent the delay has been made by the Contractor.

Provided always that the Employer shall not be bound to wait beyond 15 days of delay. The payment of the prescribed amount as per clause No. 5.5 or 5.6 will not entitle the Contractor to delay the work indefinitely. If the completion of work is delayed beyond reasonable time, the employer shall be entitled to terminate this contract and get the work done through other agencies, entirely at the risk and cost of the Contractor over and above imposition of liquidated damages.

**6.** The Contractor shall first make samples of all items and obtain approval of all items/materials from the Architect/Employer regarding quality, design, materials and listed specification, brands, make and the furniture as per approved samples. Also the contractor shall prepare and produce expeditiously alternate samples as and when directed by the Architect/Employer for the main tender items/anticipated items/variations.

**7.** All minor variation in dimensions and specifications due to site conditions and all incidentals thereto relating to work shall be carried out by contractor without any extra work cost.

**8.** The rate quoted shall be for fabricating, transporting, supplying and placing the items in their final positions and shall also include all purchase tax, excise duties, levies, sales tax on works contract / VAT including octroi etc. and no extra charge shall be admissible due to such increase during the period of contract. The contractor hereby indemnifies the Employer from any such duties leviable during the completion of his work.

**9.** The whole contract shall be a "Works" Contract and the rates quoted by the Contractor shall include finishing items of work, including polishing and final cleaning of the site etc. All applicable sales tax, excise duty, VAT etc if any, on "works " contract shall be paid and borne by the main contractor.

**10.** The reference drawing, sketched and brief specifications are indicated for various items for which the prices have been quoted. In the event details and brief specifications not becoming clear it shall be left to the discretion of the Architect/Employer or his representative to suitably provide detailed clarifications within the concepts of the design and the price factor and no extra cost shall be admissible except for an entirely new extra work.

**11.** The work shall also include all minor details construction which are obvious and fairly intended and which may not have been referred to in these documents which are essential for the good interior works, and nothing extra will be paid for the same.

**12.** The contractor shall submit a "Work Schedule Bar/Chart" and "Procurement Chart" for proper monitoring, as it is a time bound work, involving liquidated damages. The contractor shall ensure to complete the work in specified time.

**13.** Should any ambiguities arise during execution of works pertaining to the quality of materials, workmanship, payment, speed of work, alterations in drawings etc., the decision of the Architect/Employer shall be final and binding on the contractor

**14.** Contractor shall produce purchase bills and tests certificates major quantity of material supplied from manufactures before executing it as and when required.

## **15. SHOP DRAWINGS/SAMPLES**

All necessary formalities, detail shop drawings of various items etc. shall be prepared by the main contractor forming part of the contract work without any extra/additional cost and the same shall get duly approved by the Architect/Employer from time to time before undertaking the substantial execution of works. Contractor shall produce samples and take approval from Architect/Employer of all materials to be used in all the works, well in advance for maintaining uninterrupted placement of orders and manufacturing activities. Such samples/catalogues may include actual item, built-in items of works, detailing and methodology of works from time to time.

## **16. MEASUREMENTS FOR WORK DONE**

Architect (Consultant) shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

All measurements of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.

- All measurements and levels shall be taken jointly by the Architect or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Architect (Consultant) and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

The contractor shall give not less than seven day's notice to the Architect or his authorized representative in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Architect or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the Architect's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with the same was executed.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over-measurement or defects noticed till completion of the defects liability period.

## **17. TERMS OF PAYMENT**

For a minimum amount of **Rs 2,50,000/-** of works actually executed at site, measured, interim payments shall be made to the contractor against bills, which shall be evaluated and duly certified by the Architect and the Employer shall make the payment **within 10days** after the issuance of certificate of payment by the Architect. The contractor, on signing an indenture in the form to be specified by the Architect, shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the Architect non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advances shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Architect provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Architect shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials, such as ordinary glass, sand, petrol, diesel etc.

## **18. COMPLETION CERTIFICATE AND FINAL PAYMENTS**

When in the opinion of the Architect the works are practically completed, he shall forthwith issue a certificate to that effect and Virtual Completion of the works shall be deemed for all the purposes of this contract to have taken place on the day named in such certificate. Till such certificate has been issued by the Architect, the work will not be considered as complete.

After completion of the works under various items, the joint measurements of the actual work done by the contractors will be recorded in presence of the Contractor and Engineer or their representatives and the same will be forwarded to the Architect for verification. After verification, the Contractor will prepare his bill based on the quantities obtained therein. The bill submitted by the Contractor will be recommended to the Employer for payment after due vetting of the Architect.

In the event, even after receipt of notice in writing, if the contractor or his representative is not attending the joint measurements, the Architect or his representatives or Engineer will arrange to record the unilateral measurements and the same will be treated as final and binding on Contractor.

It is further provided that no final or other certificate of payment or of completion acceptance or settlement of the account in any circumstances shall relieve the Contractor from his liability for fraud or willful unauthorized deviation from the drawings, specifications, schedule of rates and quantities, instructions and directions from time to time being binding upon him.

## **19. RETENTION MONEY**

19.1 10% of the contractor's bill value shall be retained as "Retention Money" by the employer. The entire retention money shall be released to the contractor upon successful completion of the defects liability period, on issue of certificate from architect to release the amount .

If the contractor fails to rectify the notified defects during the said defects liability period within 15 days of the notification to him, the Architect / Employer shall have a right to get work executed at the risk and cost of the contractor and recover from his retention money.

## **20. EARNEST MONEY DEPOSIT:**

The earnest money deposited by the successful contractor will be merged in the retention money.

## **21. INTEREST**

No interest whatsoever on any account on the amount due in this contract will be payable to the contractor.

## **22. VARIATION AND EXTRAS**

The Architect shall have power to make any alterations or omissions, additions, additions, substitution for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work. The contractors shall carry out the work in accordance with any instructions which may be given to him in writing signed by the architect and such alterations, omissions, additions or substitution shall not invalidate the contract and any altered, additions or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which be agreed to do the main work.

If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and cannot be derived from a similar class or work in the contract, then such work shall be carried out at market rate. For such items of work the contractor shall within 7 days of the receipt of the order to carry out the work, inform the Architect the rate based on market rates of material and labour. The Architect shall determine the rate on basis of prevailing market rates shall submit the same to the Employer for approval. However, the Architect by a notice in writing shall be at liberty to cancel his order to carry out such work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of non settlement of rates of extra or such items during the currency of the project till virtual completion certificate is issued by the Architect.

## **23. DEFECTIVE MATERIALS OR WORKMANSHIP**

Should any materials brought to the site or used, be of inferior quality or otherwise unsuited for the work or not in accordance with the specifications or any work executed to be found defective, unsound or badly finished, the contractor shall on receipt of a notice from the Architect/Employer, remove the materials, re-execute the work at his own cost to the entire satisfaction of the Architect/Employer.

## **24. ACCESS AND FACILITIES FOR INSPECTION**

The Architect/Employer and his/their staff shall have free and uninterrupted access to the work at all times and the Contractor shall give all facilities to the Employer and the Architect, and their representatives for the inspection of the work during the progress as well as of the places where the Contractor carries out preliminary and other connected operations for the inspection and measurements of work.

## **25. FORECLOSURE OF CONTRACT DUE TO ABANDONEMENT OR REDUCTION IN SCOPE OF WORK.**

If at any time after acceptance of the tender employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Architect/Employer shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have

derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

## **26. CANCELLATION OF CONTRACT**

Notwithstanding anything mentioned otherwise in this Agreement and without prejudice to any other rights the employer may of his own opinion or on the recommendations of the Architects, terminate the contract on account of any of the following acts of the Contractor.

Inefficiency, negligence or dishonesty on the work

Liquidation or insolvency of the Contractor.

Failure to commence the work within Seven days from the date of order to commence.

i) If he without reasonable cause suspends the carrying out of the works before completion thereof, or

ii) If he fails to proceed regularly and diligently with the work, or

iii) If he refuses or persistently neglects to comply with a written notice from the Architect requiring him to remove defective work or improper material or goods and by such refusal or neglect the work is materially affected, then the Architect may give him the notice by registered post or recorded delivery specifying the default, and if the contractor either shall continue such a default for 14 days after receipt of such a notice and shall at any time thereafter repeat such a default (whether previously repeated or not). Then the Regional In-charge of Employer without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of notice by registered post or recorded delivery forth with terminate the employment of the contractor under this contract.

In the event of the employment of the contractor being determined as aforesaid and so long as it has not been reinstated and continued, the following shall be the respective rights and duties of the Employer and the Contractor.

The Regional-in-charge shall cancellation have powers to—

Take possession of the site and any materials, constructional plant, implements, stores, etc, thereon, and/or

Carry out incomplete work by any means at the risk and cost of the contractor

On cancellation of the contract in full or in part, the Architect with approval of Employer shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Employer. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by Employer in completing the works or part of the works or the excess loss or damages suffered or may be suffered by

Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Regional In-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to Employer and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by Employer of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

## **27. GUARANTEE PERIOD (DEFECT LIABILITY PERIOD)**

In the event of the work developing any defect within six months from the virtual completion date, the Contractor shall, on receipt of a written notice from the Employer/The Architect make good the loss or correct the defect to the satisfaction of the Architect/Employer within 15 days of the said notice. Or in default the Architect/Engineer-in-Charge shall have the right to get it rectified at the risk and cost of the contractor. The amount so spent will be deducted by the Architect from amounts due to the contractor or from his retention money. After completion of defect liability period warranty certificates of all equipments / generators etc will be handed over to the owner

## **28. COMPLETION PLANS**

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 1972 and (Part –II External) 1974, as applicable within thirty days of the completion of the work.

In case the contractor fails to submit the completion plan for electrical work as aforesaid, he shall not claim any money for making completion plans as quoted in his bid and he shall be liable to pay additional sum equivalent to 2.0 % (two percent) of the value of the Electrical work subject to a ceiling of Rs.5, 000/- (Rs. Five thousand only) as may be fixed by the Architect and in this respect the decision of the architect shall be final and binding on the contractor.

**29.** The contractor shall not deposit materials on the site, which will seriously cause inconvenience to the public/guests/neighbors etc. The Employer/Architect requests the contractor to remove any material which are considered by him to be dangerous or likely to cause inconvenience to public/neighbors/staff etc. and if they fail to do the needful, the same shall be removed at Contractor's risk and cost.

**30.** While the works are in progress, the works and all the materials used or to be used in the works, shall remain at the Contractor's sole risk and contractor shall not be

entitled to any compensation for damages or destruction of such works or materials arising out of any cause whatsoever.

**31.** The works premises shall remain in the exclusive physical possession of the Employer and the Contractor shall be deemed to have been given only a temporary permission to enter the said premises with his workmen and agents. The Contractor shall not at any time claim any lien or charges whatsoever, whether on the premises or on the executed works on any account.

**32.** The Contractor shall keep the Employer indemnified from any claims, costs, charges or expenses or injury to any persons whether workmen or not and/or property while working at site and the Employer shall not be bound to defend any claim brought under the Workmen's Compensation Act, Labour Laws or other states, if any, such injury or loss due to any enactment for the time being in force. The contractor shall take out the Employer's liability Insurance in respect to all his works and submit a certified true copy of the same to the employer.

**33.** If the Contractor or his workmen whether negligently or otherwise, cause any damage or loss to any property fixtures of the Employer lying in the premises, the Contractor shall make good the damage or reimburse such losses to the Employer. The Employer shall always be entitled to deduct any amount of such losses from the amount payable to the Contractor.

#### **34. INSURANCE:**

Before commencement of the work, the contractor shall take out The following two policies . The policies are to be taken from any public sector insurance company Except the Oriental Insurance Company Ltd. The policies are to be taken in joint names of Contractor and Oriental Insurance Company Ltd

i) "Contractors All Risk Policy" (C.A.R.) covering the total value of works to be executed for the entire period of execution of work . The policy should be extended to cover the surrounding property of employer for Rs 2,00,000 /- (Rs. Two lacs only).

C.A.R should also third party liability to below:-

(a) Rs 5, 00,000 /- (Rs five lacs only) for third party property damage

(b) Rs 5, 00,000 /- (Rs five lacs only) for fatal or non fatal injuries to any third person

The above limit under (a) and (b) are for any one accident or series of accidents arising Out of one event .

ii) Workmen Compensation Insurance Policy for the workers of Contractor Covering the entire period of Contract

Architect / Employer the policies and receipts in respect of premiums paid and should the contractor made default in insuring or continuing to insure as aforesaid, the Employer may himself insure against any risk with respect of which the default shall have occurred and deduct a sum equivalent to the amount paid by him in respect of premium from any monies due to or to become due to the contractor.

Without prejudice to his liability to indemnify the Employer as above. The contractor shall maintain and shall cause any sub-contractor to maintain:

Such insurance as are necessary to cover the liability of the contractor or as the case may be of such sub-contractor , in respect of personal injuries or deaths arising out of or in the course of or caused by the carrying out of the works.



### **35. BYELAWS OF LOCAL AUTHORITIES**

The contractor shall conform to the provisions of any Government Acts which relate to works and to the regulations and bye laws of any local authorities. The contractor shall give all such notices required by the said Act or Laws, etc., and pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachment, stacking charges, costs of restorations , etc.,and all other fees payable to the local authorities. The contractor shall keep the employer indemnified against all penalties and liabilities for every hand of breach of any such Act, Rules, Regulations or Bye-laws.

Contractor shall comply with all laws and statutory regulations dealing with the employment of labour such as :

- a. The payment of Wages Act, 1936
- b. The Minimum Wages Act , 1938
- c. The Workmen Compensation Act, 1923
- d. The contract Labour (Regulations & Abolition) Act.
- e. The employer's liabilities Act, 1938
- f. Industrial Dispute Act, 1938
- g. Maternity Benefit Act, 1961
- h. The Employees State Insurance Act, 1948

Safety code, labour welfare Act or rules or any modification thereof any other laws and regulations framed by the Competent Legislative Authorities from time to time.

The contract shall comply with all labour laws applicable including Minimum Wages Act 1948 and Contract Labour Act 1970. All liabilities arising out of non-compliance with any Labour law will be borne by the contractor

### **36. ARBITRATION:**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality or 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, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Dy. General Manager of the Oriental Insurance Co. Ltd at the time of dispute. The arbitrator to whom the matter is originally referred, reason, such Dy. General Manager at the time of such transfer, vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. In all cases where the amount of the claim in dispute is Rs 50000/- (Rupees fifty thousand ) and above the arbitrator shall give reason for award.

Subject as aforesaid the provision of the latest Arbitration Conciliation Act 1996/Ordinance or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each of such disputes.

It is also a term of the contract that if the contractor(s) do/does not make any demand for arbitration in respect of any claim(s) in writing within 30 days of receiving the intimation from the Employer that the bill is ready for payment, the claim of the contractor(s) will be deemed to have been waived and absolutely barred and the Oriental Insurance Co. Ltd. shall be discharged and released of all liabilities under the contract in respect of these claims center at New Delhi.

## **APPENDIX TO CONDITIONS OF CONTRACT**

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### **DESCRIPTION OF WORKS**

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1. Signing of Agreement	Within 7 days of issue of Work Order.
2. Quotation Based on	Item Rate Tender.
3. Total tender amount	Rs 3,00, 000/- (Rs Three lacs Only)
4. Date of commencement	Within 7 days of letter of award from the Employer.
5. Period of completion	21 Days (For Entire work)
6. Liquidated Damages	0.5% of contract amount per DAY to the maximum of 10% of contract.
7. Period of final measurement	Within two months after completion.
8. Earnest money	Rs 6,000/- ( Rs.Six thousand only)
9. Value of interim certificate	Minimum Rs. 1,50,000/- ( Rs One lacs fifty thousand only)
10.Retention amount	10% of the value of work done. Earnest money shall be adjusted towards retention money in end.
11.Refund of retention money	100% after completion of defect liability period
12.Income tax deduction	As per prevailing rates from each bill.
13.Defects liability period	Six months after virtual completion.
14.Period of honoring certificate.	Within Ten days after Architect's certificate issued for payment
15.Insurance Policy	1. Contractor's All Risk Policy for value of work as per agreement. 2. Workman's Compensation Insurance.

## **SPECIAL CONDITIONS**

### **1.0 OTHER DOCUMENTS REGARDING WORKS.**

- 1.1 The main contractor shall, before the commencement of the works, submit the certified copies of the valid and effective documents of the following:
- 1.2 Workmen's compensation insurance policy as specified in conditions of the contract.
- 1.3 Contractor's all Risk Policy (C.A.R.) including Third Party risk coverage in due consultation with the Employer.
- 1.4 Organization Chart and the names of the particular person(s) responsible to execute the job at the work site-the one who will regularly liaise with the Architect, Consultants/ the Employer.

### **2.0 BARCHART FOR WORK AND PROCUREMENT CHART**

Stipulated time limit for completing the subject job will remain the essence of the contract. To ensure the same, the approved contractor on acceptance of the tenders, shall submit a detailed BAR CHART/WORKS PROGRAMME of the proposed activities and 'PROCUREMENT CHART' of the required permanent materials to be ordered, manufactured and/or to be brought at the work site, by the contractor. This chart including time for process of making sample and after same has been seen and approved by the Architect/Consultant/Employer, and time required for the overall uninterrupted progress and efficient monitoring of the various planned activities.

### **3.0 SAFETY PRECAUTIONS & TEMPORARY ARRANGEMENTS**

The following matters shall be deemed to have been included in the quoted rates in the Bill of Quantities and no further payments shall be made on these counts.

- 3.1 Tenderers are to thoroughly apprise themselves of the building site and its constraints of access and space for stacking materials and equipment and shall make all arrangements necessary for effecting the works.
- 3.2 The contractors will take care to ensure that no nuisance and hardships are caused, both to the Employer, their representatives and to the adjoining outlets of the other premises during the progress in execution of work.
- 3.3 Secure and safe access is to be provided to the other parts of the building on the ground and upper floors. Temporary partitioning, railing, cover arrangements for passages free of obstruction and generally clean shall be made as necessary.
- 3.4 Contractors shall be liable for making good any loss or damage caused by him or his agents to persons, goods or property of the Employer.

- 3.5 Temporary arrangements shall be made for ensuring continuity of the presently available services to the employer viz. Electricity, telephone etc.
- 3.6 Special precaution shall be taken and suitable protective barricades and screens installed to ensure safety at street and pavement adjacent to the building.
- 3.7 All the passages, gates and the escape routes are to be kept free and open from any debris, stores, materials.
- 3.8 The Main Contractors shall provide sufficiently strong and guarded scaffolding for the free use by the other sister agencies working in the same section and full responsibility for stability and safety of such scaffolding for users and other parties shall be of the main contractor.
- 3.9 For all the welding and gas cutting items, adequate number of portable FIRE EXTINGUISHERS will be kept available and handy at the work site.

## **SUPERVISOR**

### **4.0 POSTING SITE SUPERVISOR**

4.1 At any given time, while the works are in progress at the site, the main contractor shall always depute responsible site supervisor to ensure that the works are executed efficiently and promptly without causing any disputes, untoward incidents and avoiding and possible accidents. The site supervisor shall be as approved by the Architects/Employer and shall be responsible on behalf of the Main Contractor for receiving all necessary instructions, plans and for carrying out the execution of work on site.

### **5.0 RECORDING OF MEASUREMENTS.**

- 5.1 The Main Contractor shall cooperate in recording and maintaining a regular M.B. Register, noting the details of the executed tenders items and approved extra items of works in due consultation with the Architect of the Employer.
- 5.2 Where it is not possible to take measurements for certain items, the contractor shall keep separate records of the materials actually consumed in the works together with the deployment details of the manpower etc. for the case of valuation and settlement of the rates, amounts of such unforeseen/extra items (in similar fashion as per the provisions in 5.1)

### **6.0 SAFE STORAGE OF THE CONSTRUCTION MATERIALS.**

The main contractor shall be given available site space with the existing arrangements as available. However, the contractor shall use his good judgment and experience in deciding the priority of procuring and organizing the timely delivery, safe handling and storage of such permanent items. All fragile and "handle with care" items shall be properly stored and covered to avoid scratches and possible misuse all at contractor's own risk.

## **7.0 OTHER CONTRACTORS**

The following matters shall be deemed to have been included in the quoted rates in the Bill of Quantities and no further payments shall be made on these counts. The main contractor shall extend cooperation and provide space access and general safety and security for works by other contractors. He shall coordinate his activities in a manner to facilitate smooth and timely progress of work to achieve timely completion of the project.

## **8.0 USE OF WATER AND ELECTRICITY**

The main contractor shall be allowed to use adequate available quantity of construction water and electricity "Free of cost" at the work site for all the legitimate works by the employer. The contractor will, however, draw water/electricity from or designated central point with his own pipes, cables and distribution system through valves/switches including providing small water storage tank etc. without causing any spillage and misuse. However, in case of shortage or breakdown of electricity or water supply the contractor shall make alternative arrangements at his own expense so as to ensure timely progress and completion of works.

The contractor shall ensure uninterrupted supply of water, electricity, access to staff and disposal of sewage/waste to be maintained for existing occupants/within the building premises. The employer does not guarantee adequacy or continuity of electricity and water supply.

## **9.0 AGENCY FOR PLUMBING & ELECTRICAL INSTALLATIONS**

All works under Electrical services of Bill Of Quantities shall be carried out by licensed contracting agencies.

All Plumbing/drainage work shall be carried out through a licensed plumbing contractor/engineer and as per Local/Municipal Corporation Rates, Acts. All necessary approvals, formalities of the local and other authorities, department's etc. shall be complied with by the Main Contractor