



# युनाइटेड इंडिया इन्श्यूरेन्स कं. लि. UNITED INDIA INSURANCE CO LTD

**Tender for Interior Renovation Works for United India Insurance Company Ltd , DO KGF, at 1<sup>st</sup> Floor, Sathyanarayana Building, NSC Bose Road, Robertsonpet, KGF – 563 122.**

## CONTENTS

<b>Details</b>	<b>Page No</b>
Firm Details	2
Check List	3
Letter to Contractors	4
Appendix A	6
Appendix B	8
Annexure I - Names of Associate Agencies	13
Annexure II - Names of Original Equipment Manufacturers (OEM)	14
Annexure III – Declaration	15
Annexure IV - Letter of Submission from Contractors	16
Annexure V - Agreement to be signed between Client and Contractor	18
Instruction to tenderers	22
General Conditions of Contract	25
Special Conditions of Contract	50
Safety Code	55
Maintenance of Records	56
Pro forma of site order book	56
Pro forma for application by contractor for extension of time	56
Pro forma for Hindrance register	57
List of approved makes of materials for Civils	58
List of Materials for Electrical Installation	59
List of Materials for Air conditioning	59
List of Materials for Fire Alarm	59

**FIRM DETAILS**

Name of Firm/Company/Organization	
Mailing Address of Firm with contact Phone, Mobile, Fax no:	
Local Mailing Address of Firm with contact Phone, Mobile & fax no [For outstation firms]	
Email Id:	
PAN No:	
TIN / VAT No:	
CST No:	
Service tax Registration No:	
Any other Registration details relevant to the contract	
Name of bank in which account is held [Complete address]	
Branch IFSC Code:	
Type of Account:	
Account No:	
9 Digit MICR Code no:	

**Date:**

**Signature of tenderer with seal**



युनाइटेड इंडिया इन्श्यूरेन्स कं. लि.  
**UNITED INDIA INSURANCE CO LTD**

**Name of Work : Tender for Interior Renovation Works for United India Insurance Company Ltd , DO KGF, at 1<sup>st</sup> Floor, Sathyanarayana Building, NSC Bose Road, Robertsonpet, KGF – 563 122.**

**CHECK LIST**

<b>S. No</b>	<b>Details</b>	<b>Please tick</b>
1	Covering Letter in duplicate enclosed.	<input type="checkbox"/>
2	EMD enclosed to an amount of Rs..... vide DD no :----- ----- dated-----drawn in favor of “United India Insurance Co Ltd”, payable at Bangalore	<input type="checkbox"/>
3	Duly Filled in Company details	<input type="checkbox"/>
4	Duly filled in Annexure I -Names of Associate agencies to be engaged by the contractors in executing the Electrical Installation / Air-Conditioning / Fire Alarm works.	<input type="checkbox"/>
5	Enclosed the Copy of Valid “ESB” grade / “EA” grade license issued by the Electrical Inspectorate of Government authority	<input type="checkbox"/>
6	Duly filled in Annexure II – Names of Original Equipment Manufacturers (OEM) of Air conditioning / Light Fixtures considered in the tender.	<input type="checkbox"/>
7	Duly filled in Annexure III – Declaration.	<input type="checkbox"/>
8	Duly Signed in Annexure IV – Letter of Submission from contractors.	<input type="checkbox"/>
9	Duly filled in List of Materials considered in the tender.	<input type="checkbox"/>
10	Have read fully the <b>Appendix A and Appendix B (Salient conditions of Composite contract)</b>	<input type="checkbox"/>
11	Have read fully the Instruction to Tenderers, General Conditions of Contract, Special Conditions of contract etc.	<input type="checkbox"/>
12	Technical & Commercial bid containing contract conditions, technical specifications, drawings, Bill of Quantities (2 copies), EMD and letter indicating any variation, if any from the Technical and Commercial Specifications and conditions of the Tender.	<input type="checkbox"/>
13	All pages / documents are stamped and signed by the authorized signatory	<input type="checkbox"/>

**Date:**

**Signature of tenderer with seal**

## **LETTER TO THE CONTRACTOR**

Dear Sir/s,

**Re:** Composite tender for Interior Renovation Works for United India Insurance Company Ltd at DO KGF.

Tenders are hereby invited by United India Insurance Co Ltd., Regional Office, `Krishi Bhavan' 5<sup>th</sup> & 6<sup>th</sup> floor, Nrupathunga Road, Bangalore – 5600 01.

1. The Contract documents consisting of Notice Inviting Tender, Instructions to the Tenderers, General Conditions of Contract, Special Conditions of Contract, Special Conditions, Preamble, List of Approved Makes, Bills of quantities and Working Drawings etc., can be had from our office on payment of a non-refundable sum of **1,500/-** (One Thousand Five Hundred only) in favour of `United India Insurance Co.Ltd., towards printing & stationary charges as Tender document fee, by **DD ONLY**.

Please fill in the Bills of Quantities **in duplicate** and send your Tender in all respects as indicated on Instructions to Tenderers, before **11.00** hrs on the 30<sup>th</sup> **day of June, 2015** in a sealed single cover super scribed "**Composite tender for Interior Renovation Works for United India Insurance Company Ltd, at DO KGF**."

2. If there is any covering letter it must also be in duplicate.

The Tender is to be submitted in a single cover. Contract Conditions, Technical Specifications, Drawing and **ONLY** Bill of Quantities in duplicate. The bill of quantities, both original and duplicate, should mandatorily be in a separate sealed cover which is contained in the outer single cover. The EMD shall be submitted in a separate sealed cover superscripted "**EMD for the work of Composite tender for Interior Renovation Works for United India Insurance Company Ltd, DO KGF**."

3. The tender will be opened in the office of The Deputy General Manager , Regional Office, United India Insurance Co Ltd, at `Krishi bhavan' 5<sup>th</sup> & 6<sup>th</sup> floor, Nrupathunga Road, Bangalore – 5600 01. on 16.00 Hrs on 30<sup>th</sup> of June, 2015 in the presence of the Tenderers /authorized representative who may choose to be present. Tenderers could depute one person only for the Tender opening who is duly authorized and they should produce an authorization letter.
4. No consideration will be given to a Tender received after the stipulate time and no extension of time will be allowed for submission of the Tender. Company is not responsible for any postal delays.
5. The site will be handed over in single phase and the time of completion of work is 20 days from the 7<sup>th</sup> day of offer of written order to commence the work by the Consultant or the date on which the site is handed over to the contractor whichever is later.
6. Every Tender shall be accompanied by an **Earnest Money Deposit for Rs. 9,500/- (Rupees Nine Thousand Five Hundred only)**, in the form of Demand Draft drawn

in favor of **United India Insurance Co Ltd**, payable at Bangalore. The Tender not accompanied by such Earnest Money will be rejected. (EMD in any other form will not be accepted).

7. The Earnest Money will be retained in the case of the successful tenderer as part of the security deposit for the due fulfillment of the Contract and will be refunded without any interest thereon to the unsuccessful Tenderers within 30 days of award of contract.
8. The Tenderer will submit their tender after carefully examining the whole of the Tender documents and the conditions of Tender and of Contract, Appendix to the Conditions of contract, the drawings and specifications, the bill of quantities etc. and after inspecting the site. The tenderer will have to quote for all the sections in the tender document. No section should be left blank. Incomplete tenders are liable to be rejected.
9. Canvassing in connection with Tenders is strictly prohibited and tenders submitted by the Contractors who resort to canvassing are liable to be rejected.
10. Tenders not fulfilling any or all of the conditions prescribed or which are incomplete shall be rejected.
11. Client reserve the right to accept or reject any tender either in whole or in part without assigning for any reason for doing so and do not bind themselves to accept the lowest or any tender.
12. Tenderers are requested to visit the site and make themselves familiar with the work before submitting the tenders.
13. All the individual pages of all the documents that comprise the tender documents should be signed and sealed by the tenderer.
14. No part of the bill of quantities (or) drawings should be deleted.
15. Client also reserves the right to divide and distribute the work, floor wise / section wise / item wise and trade wise and this may please be noted by the tenderer. In such cases the decision will be solely at the discretion of Client in consultation with Consultant M/s P. Basavarajappa (Prism Innovations) Architects & Interior Designer, including that of assignment of works. Tenderers are advised to ensure strict observance of commercial aspect of this tender.
16. The successful Tenderer shall furnish a list of his relatives working with the Employer along with their designations and addresses.
17. No employee of the Employer is allowed to work as a Contractor for a period of 2 years from his retirement from the service under the employer without the previous permission of the Employer. The contract (awarded) is liable to be cancelled if either the Contractor or any of his Employees is found at any time to be such a person who had not obtained the permission, as afore said before submission of Tender, or engagement in the Contractor service.

18. **Validity period of Offer:** The tender shall remain valid for 90 days from the date of opening of financial Bid.
19. **Liquidated damages:** 0.5% per week subject to maximum of 5 % contract value.
20. **Defects liability Period:** 12 months from the date of 'Virtual Completion' certified by Client /Consultant.
21. The successful tenderer will enter in to agreement with Client as per the standard format within 7 days from the date of receipt of tender acceptance letter from the employer.
22. This Notice Inviting Tenders, Instructions to the Tenderers, General Conditions of Contract, Special Conditions of Contract and Safety Code and the duly completed will inter alia form part of the agreement to be executed by the successful Tenderer with the Employer, within 15 days.

Yours faithfully,  
Sd/-  
Deputy General Manager  
Regional Office.  
United India Insurance Co Ltd  
'Krishi Bhavan' 5<sup>th</sup> & 6<sup>th</sup> floor.  
Nrupathunga Road,  
Bangalore – 5600 01.

**Signature of Tenderer with seal:**

**Address:**

## APPENDIX-A

- 1 Address at which the tenders are to be submitted : The Deputy General Manager  
Regional Office. `Krishi Bhavan`  
5<sup>th</sup> & 6<sup>th</sup> Floor, Nrupathunga Road,  
Bangalore – 5600 01
- 2 Last date of submission of tender : 30<sup>th</sup> of June, 2015 before 11.00 Hrs.
- 3 Date and time of opening of tender : 30<sup>th</sup> of June, 2015 @ 16.00 Hrs.
- 4 Place of Opening Tender : The Deputy General Manager  
Estates Department  
United India Insurance Company  
`Krishi Bhavan` 5<sup>th</sup> & 6<sup>th</sup> Floor,  
Nrupathunga Road,  
Bangalore – 5600 01
- 5 Earnest Money Deposit : Rs.9,500/- (Rupees Nine Thousand Five Hundred Only)
- 6 Tender rate includes : All taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on work contract, Service tax and all other duties / taxes levied by the Central / State Government during the currency of the contract shall be borne by the contractor
- 7 Initial Security Deposit : Sum equivalent to 2 % of contract value less EMD.
- 8 Retention Money : Retention Money shall be 5 % of actual value of works executed, refunded after Defects Liability.
- 9 Liquidated damages : **0.5% per week subject to maximum of 5 % of total contract value.**
- 10 Time of Completion : 20 days from the 3rd day of offer of written order to commence the work or the date on which the site is handed over to us whichever is later.
- 11 Certificate of Payment (Ref : Clause 19 & 35 of General Conditions of contract) :
  - i. Interim bills shall be paid after completion of a quantum of Rs. 5.00 lacs of works.
  - ii. Contractor should submit the interim bills in the prescribed format only after taking actual measurements for the completed work and properly recorded in the M Books.
  - iii. No advance in any form shall be payable against any material brought to site.
  - iv. The final bill may be submitted to the Consultants within a period of 15 days from the date of virtual completion certified by Consultant.

## APPENDIX – B

### Salient Conditions of Composite Contract

1. The successful contractors have to furnish a detailed **PERT CHART / BAR Chart** indicating their schedule programme for all the major activities within 7 days from the date of written order to commence the work. This **PERT CHART / BAR CHART** will be referred for during the progress of the work to establish the periodical land marks of achievement of work. If necessary the revised **PERT CHART / BAR CHART** based on the revised scope of work have to be submitted to the client by the contractor.
2. Contractors will have to make their own arrangement for electricity supply. If the electric power required to execute the work is arranged by the Client, the contractors have to make their own arrangements for tapping the supply at various points. The amount equivalent to 0.15% of final bill value of total work done towards the Electrical charge shall be recovered from the contractors.
3. Contractors will have to make their own arrangement for water. However water could be arranged by the Client and the amount equivalent to 0.10 % of final bill value of total work done towards the water charges shall be recovered from the contractors after meeting the requirement of Office.
4. The successful tenderer should **appoint** a **Project Engineer** who is well acquainted with the composite nature of work and handle the Civil, Plumbing, Civil, AC, Electrical installation, Fire Alarm works. He should be in a position to answer for any clarification during site visit by Consultant / Client Engineers. **(Ref: Clause 46 of General Conditions of contract)**.
5. The tenderer should have the valid “**ESB**” **grade / “EA” grade license** in their firm name issued by the Electrical Inspectorate of Government authority and furnish the **copy of license** along with tender **Part I-TD**.
6. In case the tenderer engage their associate agencies for the electrical work, they should also possess the same license and the tenderer should furnish the **name of such agency** along with the copy of license in the **technical bid**. In case the successful tenderer would change such associate agency for electrical / fire alarm / AC during the course of execution, for any reason and it should be intimated in prior by writing to the Consultant / Client and an approval from the Consultant / Client has to be obtained before any such act.
7. The associate agencies to be engaged by the tenderer to carry out the specialist job like AC, Electrical, and Fire Alarm should have three years experience in the respective field and the tenderer should furnish the name of such agencies along with their experience certificate in tender Part I-TD.
8. The Tenderers after collecting tender document should thoroughly study the relevant Civil, Plumbing, Civil, electrical, Air-condition drawings in relation with BOQ and bring to notice of abnormality, if any, to the Consultant prior to submission of tender.



9. Preferably it is advised to carry out the entire AC work including ducting, piping, installation of equipments etc by the accredited dealer of OEM. In case the ducting is done by the Contractors by utilizing their own work personnel, the responsibility of satisfactory maintenance of inside temperature shall rest with the composite contractor and have to produce a satisfactory completion of work certificate from the OEM / or their dealers appointed by the contractors who have executed the work.
10. It is the responsibility of the contractor to arrange the AC machines / Light fixture as approved by Consultants / Client from approved OEM or from dealers and no hindrance is accepted on account of delay caused due to arrival of such equipments. It is the contractor's responsibility to study the availability and feasibility of such equipments / materials before quoting.
11. The water supply and sanitary installations which will be the part of the composite work shall be carried out under the supervision of licensed plumbers approved by the local body authorities. The work shall be carried out strictly in accordance with the bye laws enforced by the local body authorities from time to time.
12. Contractors are expected to strictly adhere to the **labor laws** in force from time to time by both Central and State Governments. The necessary records should be maintained at site and an amenity to the labors has to be made available at site as per law. The labors should be paid the salary in time as per the minimum wage act. The labor license shall also to be obtained from the authorities concerned.
13. Contractors should ensure to make all the statutory taxes like service tax, work contract / Sales Tax, etc. and make sure to pay the **ESI and EPF** as per law in practice. Contractors are advised to quote the rates after considering the payment of such taxes / liabilities and Client will not make any reimbursement of such taxes.
14. After completion of work the contractor should prepare **as built drawings** of each trade such as Civil/ Plumbing/Civil / electrical/ AC / Fire Alarm after modifying the actual drawings issued by the Consultant where ever the changes made by UIIC / Consultant / Consultant in the form of two sets of hard copy and one soft copy.
15. The successful tenderer awarded with the composite work assumes overall responsibilities and are solely responsible for co-ordination, execution of works by engaging the associate agencies for Electrical Installation, Air conditioning, Fire alarm works and extracting the works from them as per specification within the time frame to the satisfaction of Client / Consultant as per tender conditions. Any dispute if arisen among them to be sorted out / settled at their level. The successful tenderer is the sole representative for whole composite work and they / he is liable for any clauses of this tender.
16. If the composite contractor are under liquidity crisis or in unpredictable financial crunches or in any other problems and by which the works are stalled due to non payment for the completed works to the Associate agencies engaged

by them and the Composite Contractor are not in a position to progress the work further, in the interest and earlier completion of the work Client have every right to make direct payment to such already declared Associate agencies with written consent of the principle Composite Contractor. In that event the amount paid to the Associate agencies shall be adjusted while making the actual payment as per the relevant clauses to the Composite Contractors.

17. Necessary insurance policies such as CAR policy / Workmen's Compensation, Third Party liability to be taken before commencing the work and the original policies to be deposited with Client.
18. Necessary Labor License to be taken before commencement of work.
19. Client will NOT pay any mobilization advance / material advance and any price/rate escalation of items shall not be considered.
20. No deviation will be allowed in the material specified and the tenderers are advised to specify the make of materials list enclosed.
21. The composite work shall be executed in a functioning office and hence necessary precautions shall be taken while executing the works. The carrying out of work should not hamper the office functioning . The major part of the work may need to be carried out during night hours in order to achieve the target period.
22. The Tenderer is required to inspect the site and obtain for himself on his own responsibility and at his own expense all necessary information and particulars to enable him to submit a proper tender.
23. The work includes cost of fitting and fixing the several items in position to floors, walls, ceiling, etc., in the building in accordance with the drawings or as may be directed and it may be necessary to make holes, chases, etc., on floors, walls, ceilings, etc., as may be shown in the drawings. The composite contractor must not only note of these provisions but must also allow for such as he may be required to do at the time of work is taken up by him and it will be deemed that his rates take into account will include making good the disturbed floors, walls, ceilings and other facilities to their original condition.
24. The Contractor at site verify the dimensions shown in the drawings before he takes up actual manufacture of the several items, making allowances for the actual dimensions that prevail at site.
25. The drawings, specifications and the bills of quantities, forming part of the contract are explanatory of and are complementary to one another, representing together the works / installations to be carried out.
26. The work will be done strictly in accordance with the drawings and as instructed by the consultant / Client.
27. The descriptions in the bills of quantities are brief and have been compiled as correctly as possible but are not meant to be exhaustive.

**28. Unless otherwise specified:**

- a) All concealed faces of ply and CW should be painted with one coat of wood preservative paint.
  - b) All exposed faces of teakwood beading / white cedar lipping should be melamine polished as directed by the client/consultant.
  - c) All comply free edges should be provided with teakwood, white cedar lipping all-round.
  - d) All joinery fittings and fixtures should be of approved make.
  - e) The size of the wooden planks to be specified in the BOQ and drawings are finished size after doing necessary surface wood planning etc.
- 29.** The Contractor should arrange for inspection of the sample of each item by the consultants / Client proceeding with the work of manufacturing other units. The samples should be produced for inspection and approval of the Consultant in the stages (1) after the same is assembled and made ready as per the Consultant's drawings and (2) after completing the finishing items viz., polishing / painting etc.
- 30.** It may clearly be noted that the inspection and approval of the items of work at any stage shall not exonerate the Contractor of his responsibilities in respect of the quality of work, workmanship and quality of materials.
- 31.** The Employer reserves the right to split the Contractor amongst more than one agency and the rates quoted by the Tenderer for individual items should be self supporting and should hold good even for part orders. The rates should also include all taxes, excise duty, sales tax, control work contract tax, Service Tax if any and all other duties and taxes levied by the Central Government / State Government for the present and future.
- 32.** Rate should includes for providing necessary cutouts, holes for electrical conduits, switch boxes, plug points in work stations, partitions, tables, etc., wherever necessary and as shown in drawing along with the coordination of other agencies.
- 33.** The rate also should include providing additional wooden members horizontal /vertical adjacent to the switch box conduits etc., in order to support the switch box conduits etc.
- 34.** The work should be completed as per the items specified elsewhere in the document and the rate quoted shall include for doing work round the clock. No extra rate/charges/fees is allowed in this respect.
- 35.** The successful tenderer has to prepare an electrical shop drawing and get the approval for routing from Consultant / Client.

36. The necessary approval from Consultant / Client should be obtained for the materials like wire/switches/panels (with necessary General Arrangement (GA) drawings) in time.
37. The fabricator for all electrical panels should possess CPRI test certificate for panels.
38. The Contractor should not deliver the panel to site without relevant test being carried out at fabrication unit.
39. The contractor should ensure to provide rubber bushes in the MS conduit to avoid peeling of insulation while pulling the wire.
40. A coat of red oxide primer should be applied after the enamel portions of the MS conduit are threaded.
41. Contractors should ensure that the chase cutting for conduits done vertically / horizontally at appropriate level. Cross cutting should be totally avoided. While embedding the conduit in floor / wall ensure that sufficient gap is maintained between conduits for proper filling of cement mortar. Chicken mesh should be used while the number of conduits exceeds more than 2 in a row.
42. The minimum and maximum operating height should be maintained at 450 mm / 1800 mm for all the panels.
43. The bus bar should be provided for the entire length of bus bar chamber.
44. **Validity period of Offer:** The tender shall remain valid for 90 days from the date of opening of price Bid.
45. **Liquidated damages:** 0.5% per week subject to maximum 5 % of total contract value.
46. **Defects liability Period:** 12 months from the date of 'virtual completion' certified by Client /Consultant.

**Signature of Tenderer with seal:**

**Address:**

**Date:**

**ANNEXURE – I**

**NAMES OF ASSOCIATE AGENCIES TO BE ENGAGED BY THE CONTRACTORS IN EXECUTING THE ELECTRICAL INSTALLATION / AIR CONDITIONING / FIRE ALARM WORKS**

<b>SI No</b>	<b>Trade</b>	<b>Name of Agencies/ Name of the Key person</b>	<b>Address of Agencies with Contact Phone no and Mobile No</b>	<b>Whether Experience Certificate/Electrical valid “ESB” grade / “EA” grade license certificate are enclosed</b>
1	Electrical Installation			
2	AC Installation			
3	Fire Alarm			
4	_____			
5	_____			
6	_____			

**Date:**

**Signature of tenderer with seal**

**Note:**

- a. Contractors who have in-house Electrical / Fire Alarm execution team may need only to furnish the copy of valid “ESB” grade / “EA” grade license in firm name.
- b. Any change in Associate Agencies during the execution / tenancy of the contract shall be brought to the knowledge of Consultant / Client in writing and prior approval of Consultant / Client are required before any such act.

**ANNEXURE – II**

**NAMES OF ORIGINAL EQUIPMENT MANUFACTURES (OEM) OF  
AIR- CONDITIONING / LIGHT FIXTURES CONSIDERED IN THE WORK**

<b>S. No</b>	<b>Trade</b>	<b>Name of OEM / Contact Person</b>	<b>Address of OEM or their authorized dealer with Contact Phone no and Mobile No</b>	<b>Remarks</b>
1	AC Equipments			
2	LED Light Fixtures			
3	-----			
4	-----			
5	_____			
6	_____			

**Signature of tenderer with seal**

**Date:**

**ANNEXURE – III**

**Name of the work: Tender for Interior Renovation Works for United India Insurance Company Ltd , DO KGF, at 1<sup>st</sup> Floor, Sathyanarayana Building, NSC Bose Road, Robertsonpet, KGF – 563 122.**

**DECLARATION**

I / We -----the bidder(s) for the present project do hereby solemnly declare that our Firm / Company / joint Venture / Consortium is not under liquidation and the said entity is not under court receivership of any similar proceedings under court of any competent jurisdiction at the time of bidding.

**Signature of tenderer with seal**

**Date:**

**NOTE:**

- 1) (In case of Partnership / Joint Venture) it should be signed by all partners.
- 2) In case of Consortium this declaration to signed by the leader.
- 3) Please strike out which is not applicable

## ANNEXURE IV

### **LETTER OF SUBMISSION FROM CONTRACTORS**

To  
The Deputy General Manager  
Regional Office.  
United India Insurance Company Ltd.  
Nrupathunga Road,  
Bangalore – 5600 01

Dear Sir,

Sub: Composite tender for Civil Renovation Works for United India Insurance Company Ltd at DO KGF.

Having examined the site of work, drawings, specifications, general and special conditions of contract, schedule of quantities relating to the tender for composite work prepared by employer M/s United India Insurance Co Ltd and having obtained the tender invited by M/s United India Insurance Co Ltd we, the undersigned, hereby offer to execute, complete and maintain the proposed work strictly according to the contract documents for the items described in the tender at the item rates quoted by us in the tender.

1. We undertake to complete the works under this composite contract within 20 days from the 7<sup>th</sup> day of offer of written order to commence the work or the date on which the site is handed over to us whichever is later.
2. We enclose herewith interest free Earnest Money amounting to **Rs.9,500/- (Rupees Nine Thousand Five Hundred Only)** by DD and this sum shall be forfeited in the event of our failing to execute the contract when called upon to do so by accepting our tender in the event of this tender being accepted. The above-mentioned **Earnest Money** will be converted into part of the Initial Security Deposit. The balance amount of the **Initial Security Deposit** shall be 2 % of the accepted value of the Tender including the Earnest Money Deposit and shall be deposited by “Demand Draft” in the name of “United India Insurance Company Ltd” within 7 days from the date of award letter.
3. We are agreeable for a security deposit of 2% of contract value and retention money of 5% of the actual value of the project.



4. We agree to pay Government Sales Tax (State and Central), Excise duty, Octroi, Work Contract Tax, VAT, Service Tax and all other taxes as prevailing from time to time, on such items for which the same are liable to be levied upon and the rates quoted by us are inclusive of the same.
5. The successful tenderer shall carry out the work as per approved plan in the event of the tender is being accepted and shall follow the instructions of employer and consultant in case of any changes in the plan, layout, quantities and quality of items etc.
6. The contractor shall absolve the employer and Consultant from any loss, damage, action etc. The employer shall penalize the contractor in case of any loss, damage etc and the amount shall be deducted from the payments made to the contractor.
7. We shall furnish the detailed Bar Chart / PERT chart after receiving the work order indicating our schedule programme for the all the major activities.
8. We shall strictly adhere to follow the labor laws in force from time to time by central and state governments.

Yours faithfully,

**Signature of tenderer with seal**

**Date:**

Name of the person having Power of  
Attorney to sign the Contract.  
(Duplicate copy of Power of Attorney to  
Be submitted along with the Tender)

**ANNEXURE V**

**AGREEMENT TO BE SIGNED BETWEEN CLIENT AND CONTRACTOR**

ARTICLES OF AGREEMENT made the.....day of .....2015.

BETWEEN United India Insurance Company Ltd, Regd & Regional Office, United India Insurance Co.Ltd., Bangalore - 560001 in the district of Bangalore (hereinafter called "the Employer") which expression shall unless repugnant to the context mean & include its successors & assigns of the ONE PART and M/s \_\_\_\_\_

in the district of Bangalore (hereinafter called "the Contractor" which expression shall unless repugnant to the context mean & include) of the OTHER PART.

WHEREAS the Employer is desirous of Composite tender for Civil Renovation Works for United India Insurance Company Ltd at DO KGF, as per Schedule I of this Agreement and has caused drawings, bill of quantities, and a specification describing the work to be done as prepared by M/s P. Basavarajapp (Prism Innovations), (hereinafter called "the Consultant"):

AND WHEREAS the said drawings as per Schedule II including the bill of quantities and the specifications as per Consultant' specifications / M.D.S.S. / Local PWD Specifications / Highway Manuals / The Indian Standard Specifications have been signed by or on behalf of the parties hereto:

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in Schedule III hereto attached (hereinafter referred to as "the Said Conditions") the work shown upon the said drawings and described in the said specification and included in the said bill of quantities for the sum of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_.

NOW IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the sum of Rs. \_\_\_\_\_ (Rupees only)

agreed to be paid at the times and in the manner set forth in the said conditions, the Contractor will upon and subject to the said conditions execute and complete the works shown upon the said drawings and described in the said specification and bill of quantities.

The Employer will pay to the Contractor, the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

The term "The Consultant" in the said conditions shall mean M/s P. Basavarajappa (Prism Innovations), Architects & Interior Designers or in the event of their ceasing to be Consultant for the purposes 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 mentioned in the said conditions. The consultant so appointed subsequently shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed by the Consultant for the time being.

The said conditions, specifications and priced bill of quantities 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 Agreement on their parts respectively in such conditions, specifications and priced bill of quantities contained.

This contract is neither a Fixed Lump Sum Contract nor a Piece Work Contract, but is a contract to carry out work in respect of the entire work to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.

The Employer on his own through the consultants / Consultant, reserves to himself the right of altering the drawings and nature of work or adding or omitting any items of work or having portions of the same carried out without prejudice to this contract.

(a) The contractors represent that they have experienced and competent staff which will enable them to ensure proper quality check on materials, whether brought by the contractors or supplied by the Employer to the contractors, further the contractors will carry out proper test as required by the specifications and will supervise the day-to-day working and execution of the contract works.

(b) If the Contractors have any doubt about the quality of any materials or any difficulty in supervision of the day-to-day work, it shall be the duty of the contractors to report the matter in writing forthwith to the Consultants and, for the time being, to suspend that portion of the work about which difficulty is experienced The Contractors will abide by the direction of the consultants.

(c) The Contractors are aware though the consultants will supervise the work day-to-day this will not absolve the contractors to perform their obligations under Sub-Clause (a) & (b) above.

(d) The Contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the specifications and the terms and conditions of this contract and will be of quality and description as contained in contract.

(e) Time shall be considered as the essence of this Agreement and the Contractors hereby agree to commence work on the 7<sup>th</sup> day of offer of written order or the date on which the site is handed over whichever is later and completed within 20 days as per the said conditions, subject, nevertheless, to the provisions of extension of time as contained in the said conditions.

(f) This agreement and Contract shall be deemed to have been made in Bangalore and any questions or dispute arising out or in any way connected with this Agreement and Contract shall be deemed to have arisen, in Bangalore and only the court in Bangalore shall have jurisdiction to determine the same.

(g) The selected tenderer shall comply with all Rules regulations of statutory authorities while carrying out the work of the internal additions/alterations in the Client's Premises, as per the plan prepared by Consultant. In case any rules are deviated then such work shall be dismantled and reinstate the same at contractors cost to the satisfaction of the Consultant / employer.

(h) Contractors have to make all the arrangements for getting required permission/passes for the Labor connected with the project, prior to commencement of the work from the Client's Authority. "

(i) All the debris lying at site shall be properly stocked and disposed off from time to time out of the municipal limit as per statutory rules in force.

Tarpaulin with scaffolding shall be erected while carrying out the Work to avoid nuisance to working staff, spoiling of Client's Property and any other tenderers materials etc. wherever so required.

**SCHEDULE – I**

Composite tender for civil Renovation Works for United India Insurance Company Ltd at **DO KGF, at 1<sup>st</sup> Floor, Sathyanarayana Building, NSC Bose Road, Robertsonpet, KGF – 563 122. .**

**SCHEDULE – II**

Drg .Nos. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE – III**

1. Articles of Agreement
2. Content Sheet
3. Notice Inviting Tender
4. Instructions to Tenderers
5. Letter from Consultant -----
6. Letter from Contractor -----
7. Letter Ref:-----

8. Appendix A
9. Appendix B - Salient Conditions of Composite contract
10. General Conditions of Contract
11. Special Conditions of Contract
12. Safety code
13. Special Conditions
14. Preamble
15. Technical Specifications of Civil, Electrical Installations, Air-conditioning and Fire Alarm
16. List of Accepted make of AC Equipments
17. Preferred Brands of Electrical Materials to be used in the work.
18. List of approved makes of Civil materials like Ply wood, Laminate, Paints, and Fittings etc.
19. Respective drawings
20. Schedule of quantities.
21. Approved Programme PERT / BAR Charts – Separate.

As witness our hand the day and year first above written.

Signed by the Employer:

.....

In the Presence of Witnesses:

Name: .....

Name:.....

Occupation:.....

Occupation:.....

Address:.....

Address:.....

Signed by the Contractor (s):

.....

In the Presence of Witnesses:

Name: .....

Name:.....

Occupation:.....

Occupation:.....

Address:.....

Address:.....

## **INSTRUCTION TO THE TENDERERS**

### **1.0 Scope of work**

Sealed tenders are invited by United India Insurance Company for the work of Composite tender for civil Renovation Works for United India Insurance Company Ltd, at **DO KGF, at 1<sup>st</sup> Floor, Sathyanarayana Building, NSC Bose Road, Robertsonpet, KGF – 563 122.** .

#### Site and its location

The proposed work is to be carried out at United India Insurance Company Ltd, **DO KGF, 1<sup>st</sup> Floor, Sathyanarayana Building, NSC Bose Road, Robertsonpet, KGF – 563 122.** .

### **2.0 Tender documents**

2.1 The work has to be carried out strictly according to the conditions stipulated in the tender consisting the following documents and with best workmanship.

*Appendix A*

*Appendix B* – Salient conditions of Composite Contract.

Instructions to tenderers

General conditions of Contract

Special conditions of Contract .

Additional specifications

Drawings

Price bid

2.2 Complete set of tender documents including relative drawings can be obtained in person from the United India insurance Company ltd, between 1000 to 1730 hrs on any working day during the period mentioned in the NIT on payment of ` **1,500/-** by means of Demand Draft(DD) drawn in favor of United India Insurance Co.,Ltd. payable at Bangalore.

2.3 The tender documents are not transferable.

### **3.0 Site Visit**

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

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

#### **4.0 Earnest Money**

4.1 The tenderers are requested to submit the Earnest Money of **Rs.9,500/- (Rupees Nine Thousand Five Hundred only)** in the form of Demand Draft in favor of United India Insurance Company Ltd, payable at Bangalore.

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

4.3 No interest will be paid on the EMD.

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

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

#### **5.0 Initial Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD by means of DD drawn in favor of 'United India Insurance Company Ltd' within a period of 7 days of acceptance of tender.

#### **6.0 Retention Money**

6.1 Retention Money shall be 5% of the actual cost of the project. This shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be 10%. A total of 5% of the actual cost of the project shall be held with the company till the end of the defects liability period.

6.2 No interest shall be paid to the amount retained by the Client as Security Deposit.

#### **7.0 Signing of contract Documents ·**

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 7 days from the receipt of intimation of acceptance of his tender by the Client. However, the written acceptance of the tender by the Client will constitute a binding agreement between the Client and successful tenderer whether such formal agreement is subsequently entered into or not.

## **8.0 Completion Period**

Time is essence of the contract and shall be strictly observed by the contractor. The work should be completed in all respects in accordance with the terms of contract as below

- a. The time of completion is **20** days from the 7<sup>th</sup> day of offer of written order to commence the work or the date on which the site is handed over to the contractor whichever is later.

## **9.0 Validity of tender**

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

## **10.0 Liquidated Damages**

The liquidated damages shall be 0.5% per week subject to a maximum 5% of contract value.

## **11.0 Rate and prices:**

### **11.1 In case of item rate tender**

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

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

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

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any, discrepancy is observed he should immediately bring to the knowledge of the Client/Consultant.

11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.



11.1.5 Each page shall be totaled and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies.

## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 Definitions:**

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

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 'UIIC' shall mean United India Insurance Company Ltd (Employer/Client) having its Regional Office at United India Insurance Co. Ltd., 'Krishi Bhavan' 5<sup>th</sup> & 6<sup>th</sup> floor, Nrupathunga Road, Bangalore – 5600 01 and includes the client's representatives, successors and assigns.

'Consultants' shall mean M/s P. Basavarajappa (Prism Innovations) Architects & Interior Designers, No.3, 1<sup>st</sup> Floor, Nanda Ashiward Complex, Canara Bank Colony 2<sup>nd</sup> Main Road, Chandra Layout, Bangalore - 5600 72.

1.1.2 'Site Engineer' shall mean an Engineer appointed by the Client/Consultant as their representative to give instructions to the contractors.

1.1.3 'The Composite Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the composite works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

The expression 'Composite works' or 'Composite work' shall mean Civil, Civil, addition/alteration, Sanitary/water supply/ Drainage installation, Electrical Installation, Air-Conditioning, Fire Alarm and related works more fully described in BOQ and Drawings and the permanent or temporary work described in the "Scope of work" and / or to be executed and recorded in accordance with the composite contract and shall include all extra and or additional or altered or substituted items of works as required and required for the performance of the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the composite contractor under the composite contract.

1.1.4 'Engineer' shall mean the representative of the Client i.e. UIIC.

1.1.5 'Project Engineer' shall mean the representative of Contractor who will present at site and available at all times while the work is in progress and he is a responsible and

efficient Engineer in charge, who is approved by Client/Consultant and must thoroughly understand all the trades entailed and be constantly in Attendance, while the person are at work. Any directions, explanations, instructions or notices given by the Consultant to such Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Project Engineer shall be thoroughly conversant with the English Language and should be able to read, write and-speak English.

1.1.6. 'Drawings' shall mean the drawings prepared by the Consultant and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time.

1.1.7. 'Contract value' shall mean the value of the entire composite work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.1.8. 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the employer.

1.1.9. "Month" means calendar month.

1.1.10. "Week" means seven consecutive days.

1.1.11. "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

## **CLAUSES**

1.0 Total Security deposit comprise of

- a. Earnest Money Deposit [EMD]
- b. Initial Security Deposit [ISD]
- c. Retention Money

a) Earnest Money Deposit (EMD):

The tenderer shall furnish **EMD** of **Rs.9,500/- (Rupees nine thousand five hundred only)** in the form of Demand Draft (DD) drawn in favor of **United India Insurance Co Ltd, payable at Bangalore**. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded without interest soon after the decision to award the contract is taken. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the UIIC or after it is accepted by the UIIC or the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) Initial Security Deposit (ISD)

The amount of ISD shall be 2% of accepted value of tender including the EMD in the form of DD drawn on any scheduled Bank and shall be deposited within 7 days from the date of acceptance of tender.

### c) Retention Money:

Retention Money shall be 5% of the actual cost of the project. This shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be 10%. A total of 5% of the actual project value shall be held with the company as retention money (security deposit), which shall be refunded after the defects liability period, in case no defects are noticed during the liability period.

6.2 No interest shall be paid to the amount retained by the Client as Security Deposit/Retention Money.

## **2.0 Language**

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

## **3.0 Errors, omissions and discrepancies**

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

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

## **4.0 Scope of work:**

The contractor shall carryout, complete and maintains the said work in every respect in strictly accordance with this contract and with the directions of and to the satisfaction of the employer to be communicated through the consultant. The consultant at the directions of the employer from time to time issue further drawings and / or written instructions, details directions and explanations which are hereafter collectively referred to as employer/consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work.

Any discrepancy in the drawings or between the BOQ and / or drawings and / or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or

re-execution of any work executed by him. The dismissal from the work of any person employed / engaged thereupon.

#### **5.0 i) Letter of Acceptance:**

Within the validity period of the tender the Client shall issue a letter of acceptance either directly or through the consultant by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the UIIC and the contractor.

#### **ii) Contract Agreement:**

On receipt of intimation of the acceptance of tender from the UIIC /Consultant the successful tenderer shall be bound to implement the contract and within seven (7) days thereof he shall sign an agreement in a non judicial stamp paper of appropriate value.

#### **6.0 Ownership of drawings:**

All drawings, specifications and copies thereof furnished by the M/s UIIC Ltd through its consultant are the properties of the M/s UIIC Ltd. They are not to be used on other work.

#### **7.0 Detailed drawings and instructions:**

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

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

#### **7.1 Copies of agreement**

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

#### **8.0 Liquidated damages:**

If the contractor fails to maintain the required progress in terms of respective clause GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available

under the law to the UIIC on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value which subject to a maximum 5% of the contract value.

### **9.0 Materials, Appliances and Employees**

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

### **10.0 Permits, Laws and Regulations:**

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

### **11.0 Setting out Work:**

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

### **12.0 Protection of works and property:**

The contractor shall continuously maintain adequate protection. Of all his work from damage and shall protect the UIIC's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of their employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his

own cost. The policy may be taken in joint names of the contractor and the UIIC and the original policy may be lodged with the employer.

### **13.0 Inspection of work:**

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

### **14.0 Assignment and subletting.**

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

However in the composite nature of works the contractor after the approval of the employer/ Consultant, the work may be assigned to their associate agencies for the work like AC / Electrical / Fire Alarm within the conditions stipulated in the tender elsewhere in the document.

### **15.0 (i) Quality of materials, workmanship & Test**

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

#### **ii) Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the employer/Consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification.

Only when the samples are approved in writing by the consultant the contractor shall proceed with the procurement and installation of the particular material / equipment.

The approved samples shall be signed by the Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time.

The Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

### **iii) Cost of tests**

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

### **iv) Costs of tests not provided for**

If any test is ordered by the employer / Consultant which is either.

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

## **16.0 Obtaining information related to execution of work**

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

## **17.0 Contractor's superintendence**

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

## **18.0 Quantities**

i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire

amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21 (e) hereof.

### **19.0 Works to be measured**

The client / Consultant may from time to time intimate to the contractor that the required work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Consultant in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications.

The representative of the client / Consultant shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book.

The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives.

No over writings shall be made in the M book should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the client / consultant shall be final.

All authorized extra work, omissions and all variations made shall be included in such measurement.

### **20.0 Variations**

No alteration, omission or variation ordered in writing by the Consultant/ consultant shall vitiate the contract. In case the UIIC / Consultant thinks proper at any time / during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the client / Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the client / Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the client / Consultant and the same shall be added to or deducted from the contract value, as the case may be.

### **21.0 Valuation of Variations**



No claim for an extra shall be allowed unless it shall have been executed under the authority of the Consultant with the concurrence of the UIIC as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

(b) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause C hereunder.

c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the client / consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the client / consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district provided that in either case, vouchers specifying the daily time (and if required by the client / Consultant) the workman's name and materials employed be delivered for verifications to the client / consultant at or before the end of the week following that in which the work has been executed.

e) It is further clarified that for all such authorised extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked out on the "market rate basis" for material, labour, hire/ running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

## **22.0 Final measurement**

The measurement and valuation in respect of the contract shall be completed within 15 days of the virtual completion of the work.

## **23.0 Virtual completion certificate (VCC)**

On successful completion of entire works covered by the contract to the full satisfaction of the UIIC, the contractor shall ensure that the following works have been completed to the satisfaction of the UIIC:

a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labor, equipment and machinery.

b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labor sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the UIIC and not incorporated in the permanent works.

c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the UIIC and shall clear, level and dress, compact the site as required by the UIIC.

d) Shall put the UIIC in undisputed custody and possession of the site and all land allotted by the UIIC.

e) Shall hand over the work in a peaceful manner to the UIIC.

f) All defects / imperfections have been attended and rectified as pointed out by the UIIC to the full satisfaction of UIIC.

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

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

#### **24.0 Work by other agencies**

The UIIC / Consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work.

The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the UIIC. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

#### **25.0 Insurance of works**

25.1 without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the UIIC and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the UIIC and contractor are covered for the period stipulated in the respective clause. of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by

the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

a) The works for the time being executed to the estimated current Contract value thereof or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.

b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.

c) Such insurance shall be effected with an insurer and in terms approved by the UIIC which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the client / consultant the policy if insurance and the receipts for payment of the current premiums.

### 25.2 Damage to persons and property

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

a) The permanent use or occupation of land by or any part thereof.

b) The right of UIIC to execute the works or any part thereof on, over, under, in or through any lands.

c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.

d) Injuries or damage to persons or property resulting from any act or neglect of the UIIC their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the UIIC, their employees or agents or other employees, or agents or other contractors for the damage or injury.

### 25.3 Contractor to indemnify UIIC

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

### 25.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the UIIC against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract.

In the event of any claim made under or action brought against UIIC in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the UIIC if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the employer / consultant in this behalf.

## 25.5 Third Party Insurance

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

### 24.5.2 Minimum amount of Third Party Insurance

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

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

## 25.7 Accident or Injury to workman:

25.7.1 The UIIC shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor except an accident or Injury resulting from any act or default of the UIIC or their agents, or employees. The contractor shall indemnify and keep indemnified UIIC against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### 25.7.2 Insurance against accidents etc. to workmen

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

### 25.7.3 Remedy on contractor's failure to insure:

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the UIIC may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the UIIC as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor without prejudice to the others rights of the UIIC against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the UIIC and which are payable by the contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

### **26.0 Commencement of Works**

The date of commencement of the work will be reckoned as the date of handing over site or seven days from the date of issue of letter of acceptance of the tender by the UIIC whichever is later

### **27.0 Time for completion**

Time is essence of the contract and shall be strictly observed by the contractor.

The contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

### **28.0 Extension of time**

If, in the opinion of the client / consultant, the work be delayed for reasons beyond the control of the contractor, the consultant may submit a recommendation to the UIIC to grant a fair and reasonable extension of time for completion of work as per the terms of contract.

If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the UIIC through the Consultant in writing at least 20 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The consultant shall submit their recommendations to the UIIC in the prescribed format for granting extension of time.

While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of

original stipulated period and duly sanctioned extension of time by the UIIC the provision of liquidated damages as stated under clause 8.0 of GCC shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

### **29.0 Rate of progress**

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

### **30.0 Work during nights and holidays**

Work may be required to be carried out during night and on holidays with the written permission from client/consultant, so that functioning of office is not hampered. However, the contractor should take necessary care that no property of the client is damaged/stolen/lost during the execution of works. Any such, if noticed, shall be borne by the contractor and the respective amount shall be recovered from the bills to the contractor.

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

### **31.0 No compensation or restrictions of work**

If at any time after acceptance of the tender UIIC shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The client / consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter.

The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the client / Consultant shall have

in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from UIIC stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of client / consultant shall be final.

### **32.0 Suspension of work**

i) The contractor shall, on receipt of the order in writing of the Employer/Consultant whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Employer/Consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

a) On account any default on the part of the contractor, or

b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or

c) For safety of the works or part thereof, the contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Employer/Consultant.

d) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above:

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

### **33.0 Action when the whole 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 compensation amounting to the whole of his security deposit the employer / consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the UIIC.

a) To rescind the contract (of which rescission notice in writing to the contractor by the employer / consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of UIIC.

b) To employ labor paid by the UIIC and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labor and materials (the cost of such labor and materials as worked out by the employer/consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same 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 consultant / consultant as to the value of work done shall be final and conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the employer / consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by UIIC under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof. In the event of any of above courses being adopted by the UIIC the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the employer / consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

#### **34.0 Owner's right to terminate the contract**

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

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

Or shall assign or sublet this contract without the consent in writing of the UIIC through the employer / consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

a) has abandoned the contract; or

b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the UIIC through the employer / consultant written notice to proceed, or

c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the UIIC through the employer / consultant that the said materials were condemned and rejected by the employer / consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the



UIIC's or consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the UIIC or the Consultant may notwithstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the UIIC or the Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the UIIC through the Consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

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

### **35.0 Certificate of payment**

The contractor shall be entitled under the certificates to be issued by the Consultant / employer to the contractor within 10 working days from the date of issuing certificate for payment from UIIC from time to time. The UIIC shall recover the statutory recoveries other dues including the retention amount from the payments made to contractor.

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

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

The employer / consultant may by any certificate make any corrections required in previous certificate.

The UIIC shall modify the certificate of payment as issued by the employer / consultant from time to time while making the payment.

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

The contractor shall not submit interim bills when the approximate value of work done by him is less than 20 lacs (as a single quantum) and the minimum interval between two such bills shall be 15 days.

The final bill may be submitted by contractor within a period of 15 days from the date of virtual completion and employer / consultant shall issue the certificate of payment within a period of 15 days.

The contractor shall submit the interim bills in the prescribed format with all details.

### **36.0 Settlement of disputes and Arbitration**

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

36.2 If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the consultant/UIIC or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The Deputy General Manager, UIIC Krishi Bhavan, Nrupathunga Road, Bangalore – 5600 01 and endorse a copy of the same to the Consultant, within 7 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Client be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to Deputy General Manager, UIIC Krishi Bhavan, Nrupathunga Road, Bangalore – 5600 01 in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to Deputy General Manager, UIIC Krishi Bhavan, Nrupathunga Road, Bangalore – 5600 01 in writing in the manner and within the time aforesaid.

36.3 The Deputy General Manager, UIIC Krishi Bhavan, Nrupathunga Road, Bangalore – 5600 01 shall give his/her decision in writing on the claims notified by the contractor.

The contractor may within 15 days of the receipt of the decision of Deputy General Manager, UIIC Krishi Bhavan, Nrupathunga Road, Bangalore – 5600 01 submit his claims to the conciliating authority for conciliation along with all details and copies of correspondence exchanged between him and The Deputy General Manager, UIIC Krishi Bhavan, Nrupathunga Road, Bangalore – 5600 01

36.4 If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 15 days of termination thereof shall give a notice to the concerned Deputy General Manager of the Client for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

36.5 Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Client shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by The Deputy General Manager, UIIC Krishi Bhavan, Nrupathunga Road, Bangalore – 5600 01 Such Sole Arbitrator as appointed by The Deputy General Manager shall be a Fellow Members of the Indian council of Arbitrators. In case of a disagreement from the contractor on the appointment of a Sole Arbitrator, both the parties shall nominate an Arbitrator each, who shall be fellows of the Indian council of Arbitrators and they in turn, shall nominate the third Arbitrator who shall be called Presiding Arbitrator, who shall also a Fellow of the Indian council of Arbitrators, thereby forming a Tribunal.

36.6 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

36.7 It is also a term of this contract that no person other than a person appointed by such Regional Manager as aforesaid should act as arbitrator.

36.8 The conciliation and arbitration shall be conducted in accordance with the Provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof the rules made there under.

36.9 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Client Officer.

36.10 It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

36.11 The award of the Arbitrator (s) shall be final and binding on both the parties.

36.12 Work to be continued during the pendency of the arbitration

The contractor shall continue with the construction work with due diligence and speed so as to complete the same within the period agreed upon, notwithstanding any dispute or different or question as referred to arbitration The works shall not be delayed on account of any such reference made to the Arbitrators

### **37.0 Water supply**

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

i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the employer / consultant.

ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the employer / consultant is unsatisfactory.

ii) Contractors will have to make their own arrangement for water. However water could be arranged by the Client and the amount equivalent to 0.10 % of final bill value of total work done towards the water charges shall be recovered from the contractors after meeting the requirement of Office.

37.1 The contractor shall construct temporary well / tube well in UIIC land for taking water for construction purposes only after obtaining permission in writing from the UIIC. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the UIIC without any compensation as directed by the employer / consultant.

### **38.0 Power supply**

The contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

Or

Alternately if the contractor makes a written request the electric power would be arranged by the Client at a particular point and the contractors have to make their own arrangement for tapping the supply at various points. The amount equivalent to 0.15 % of final bill value of work done towards the Electrical charges shall be recovered from the contractors.

### **39.0 Treasure trove or valuables**

Any treasure trove, coin or object antique or any valuables which may be found on the site shall be the property of UIIC and shall be handed over to the Client immediately.

### **40.0 Method of measurement**

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

### **41.0 Maintenance of registers**

The contractor shall maintain the following registers as per the enclosed proforma at site of work and should produce the same for inspection of UIIC / consultant whenever desired by them. The contractor shall also maintain the records / registers as required/by any of the local authorities / Govt. / Statutory bodies from time to time.

1. Register for cement / paint / specific materials.
2. Register for steel.
3. Register for hindrance to work.
4. Register for consumption of cement (as applicable)
5. Register for running account bill.
6. Register for labor.

**42.0** The successful tenderers may also note that the Client reserves the right to deduct Sales Tax on works contract applicable and to be levied under relevant Act, from the bills and amount due to them from Client and remit the same directly to the Government.

### **43.0 Force majeure**

43.1 Neither contractor nor UIIC shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

43.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence In support thereof.

43.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

43.4 Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this agreement.

### **44.0 Local laws, Acts, Regulations:**

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

- i) Minimum wages Act 1948 (Amended)

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

The contractor should not employ any children below 18 years of age. In case of violations, the contractor shall be penalized severely, as per the rules prevalent.

#### **45.0 Accidents**

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the employer / consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

#### **46.0 Contractors Superintendence and Representative on works**

The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Consultant / Client and consider it necessary until the expiration of the "Defects Liability Period" stated in respective Clause. The contractor shall meet the consultant or his representative whenever required if demanded by Consultant / Client.

The Contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible and efficient "**Project Engineer**" who is in charge of site, approved by the Consultant and who must thoroughly understand all the trades entailed and be constantly in Attendance, while the person are at work. Any directions, explanations, instructions or notices given by the Consultant / Client to such Project Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Project Engineer shall be thoroughly conversant with the English Language and should be able to read, write and-speak English.

#### **47.0 Role of the Employer/ Consultant**

Employer /Consultants duty is to be watch and supervise the works and to test any materials to be used or workmanship employed in connection with the works, quality control, project scheduling and monitoring and co-ordination with all other agencies and composite Contractor, recording of measurement clarifications of bills, preparing extra deviation items excess / saving statement preparing minutes of meetings etc. They shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract or, except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The Contractor shall afford the employer /Consultant every facility and assistance for examining the works and materials and checking and measuring time and materials.

The employer /Consultant shall act in consultation the Structural Consultant in regard to the quality of all Structural aspects of the work and in consultation with the Consultant will finalize the selection of materials involved. The Consultant shall jointly record the measurements with Contractor's representative for all items of works and on completion hand over the records to the Employer.

The employer / Consultant shall have the power to give notice to the Contractor or his Engineer-in-charge about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Consultant / Employer is obtained, the work, will from time to time visited by the Consultant / Employer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this Clause, the Contractor shall take instructions only from the Consultant as the case may be.

The employer / Consultant shall have such other powers and discharge other functions as are specifically provided in this contract including such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Employer / Client, which shall be duly notified to the Contractor.

#### **48.0 Photographs of Works carried out**

The Contractor shall every month supply at his own cost a reasonable number of Maxi size colored photographs of the works carried out from time to time as per the instructions of, the employer / Consultant. In the event of any dispute or termination of Contract either by the Employer / Client or the Contractor as provided for in the respective Clause, the Contractor shall arrange to obtain Photographs of the works completed up to the date of such termination of contract.

#### **49. Technical Audit Clause**

The work is liable to be technically audited by the chief Technical Examiner of the Central Vigilance Commission of the Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.

The Employer shall have a right to cause a technical examination and audit of works and the final bills of the contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the contractor under the contract the contractor shall be liable to return the amount of over payment and it will be lawful for the employer to recover the same from any sum or due to him and in any other manner legally permissible and if it is found, that the Contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract the amount of such under payment shall be duly paid by the Employer.

Any sum of money due and payable to the contractor (including Security deposit returnable to him) under this contract may be appropriated by the Employer and set off against any claim of the Employer for the payment of a sum of money arising out of or under any other contract made by the contractor with the Employer.

#### **50. Procedure for Billing**

As regards contractor's claims for extra /deviated items the onus of getting consultant's / Owner's approval for the admissibility of such items lies on the Contractor.

After the admissibility is confirmed by client in writing, the contractor will submit his rate analysis and details of claims.

The Contractor will include extra/deviated items in his interim bills only after Employers approval of rates on the basis of Consultant recommendations.

#### **51. Deletion of items from Bills of Quantities**

The Employer reserves the right to delete any item from the bill of quantities drawn up. The contractor will not have any claim on this account whatsoever.

#### **52. Reinstatement of Items**

In case of items like making good the new plaster of Paris work in false ceiling after the alteration, and matching the finish with the existing one, the finish will have to be done perfectly. In this case employer's/ consultant's decision will be final regarding the acceptability of finish. If the reinstatement is not accepted by the employer / Consultant, the same will have to be done again to employer's satisfaction at no extra cost.

#### **53. Non-Availability of any Material**

If for some reasons, the materials mentioned in the Approved Brand of Manufacturers or the Bill of Quantities are not available, the same shall be brought to the notice of the Employer / Consultant in writing by the Contractor. No alternative material shall be used without Employers and Consultant written approval.

#### **54. Wages of labor Employed by the Contractor**

The Contractor shall pay all labor employed by him at rates fixed by him at the commencement of the Contract as per the Labor Laws. Wages as applicable for the Construction work as per norms stipulated by the Government statutory authorities shall be followed by the contractor. No variation of such statutory. Laws & rules shall be permissible. This will also include the minimum & the maximum allowable wages for various categories of Labor to be employed by the Contractor.

All wages shall be paid in full and without any deductions whatsoever at the approved rates and for the full time actually worked during the wage period. The Engineer or such other officer of the Employer maybe authorized in that behalf and shall have power to exercise supervision over the labor employed by the contractor and or such purpose any of these officers may inspect the wage books, muster books and other labor records of the contractor, In the event of the report of the inspecting officer showing that the proper



rates of` wages are not being paid, or that in any manner whatsoever the dealings between the contractor and his labor are not satisfactory the Engineer shall pass such orders upon the report as he considers desirable, and those orders shall be final and binding upon the contractor. The contractor shall indemnify & keep indemnified the employer / consultant against any claim arising from failure of the contractor to comply with such labor laws.

#### **55. Approval of Mock-Up and Samples**

It will be the contractor's responsibility to obtain written approval of mock-ups and samples from the Consultant and Employer. If this is not done, such items where these materials are used will be rejected by the Consultant / Employer.

#### **56. Approval of Final Finish in case of Polishing and Painting**

In case of items for painting and polishing, normally primer and three coats should suffice. However, to achieve the final finish, to Employer's / Consultant's satisfaction, it may become necessary to have more than three coats. This will have to be done by the Contractor at no extra cost.

#### **57. Non-Availability of Specified Materials / Items**

In case of materials / Items which are not available, the contractor shall have to submit a letter from manufacturer to that effect. After proper verification, alternative material may be selected by the Employer/Consultant. In the case there will not be any increase of the quoted rates. However, if Accepted alternative is cheaper the cost benefit is to be passed on to the Employer.

#### **58. Address for Service**

All letters and Notices under or pursuant to these presents shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement due at the respective addresses mentioned below. Any change in the addresses shall be duly intimated by the concerned Party to all others.

##### **Employer's Address**

The Deputy General Manager  
Regional Office.  
United India Insurance Company Ltd,  
'Krishi Bhavan' Nrupathunga Road,  
Hudson Circle,  
Bangalore – 5600 01

##### **Consultant's Address**

M/s P. Basavarajappa (Prism Innovations),  
Architects & Interior Designer  
#3, 1<sup>st</sup> Floor, Nanda Ashirwad Complex,

Canara Bank Colony, 2<sup>nd</sup> Main Road,  
Chandra Layout,  
Bangalore – 5600 72

## **SPECIAL CONDITIONS OF CONTRACT.**

### **1. Scope of work**

1.0 The scope of work is to carry out the works of **for Interior Renovation Works for United India Insurance Company Ltd , DO KGF, at 1<sup>st</sup> Floor, Sathanarayana Building, NSC Bose Road, Robertsonpet, KGF – 563 122.**

### **2. Address of site**

The proposed work is to be carried out at **United India Insurance Company Ltd , DO KGF, at 1<sup>st</sup> Floor, Sathanarayana Building, NSC Bose Road, Robertsonpet, KGF – 563 122.**

### **3. Dimensions and levels**

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

### **4. Notice of operation**

The contractor shall not carry out any important operation without the Consent in writing from the employer / consultant.

### **5. Construction records**

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

### **6. Safety of adjacent structures and trees**

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

## **7. Temporary works**

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

## **8. Temporary roads**

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

## **9. Water, power and other facilities**

- a) The UIIC as well as the employer / consultant shall give all possible assistance to the contractors to obtain the requisite.
- b) Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

## **10. Office accommodation**

- a) The contractor shall provide and maintain necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site at their own cost after getting the approval from the employer/consultant.
- b) A site office for the use of UIIC / consultant shall be provided by the contractor at his own expenses.
- c) All temporary buildings and facilities as mentioned above shall be removed on completion of the work.
- d) All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expense shall be borne by the contractor at no extra

cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

### **11. Facilities for contractor's employees**

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

### **12. Lighting of works**

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

### **13. Fire fighting arrangements**

- i. The contractor shall provide suitable arrangement for firefighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- ii. Any deficiency in the fire safety or unsafe Conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following.
  - a) Proper handling, storage and disposal of combustible materials and Waste.
  - b) Work operations which can create fire hazards.
  - c) Access for firefighting equipments.
  - d) Type, number and location of containers for the removal of surplus materials and rubbish.
  - e) Type, size, number and location of fire extinguishers or other firefighting equipment.
  - f) General housekeeping.

### **14. Site order book**

A site order book shall be maintained at site for the purpose of quick communication between the employer / consultant. Any communication relating to the works may be conveyed through the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book

shall have machine numbered pages in triplicate and shall carefully maintained and preserved by the contractor and shall be made available to the employer / consultant as and when demanded. Any instruction which the employer / consultant may like to issue to the contractor or the contractor may like to bring to the employer / consultant two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

#### **15. Temporary fencing / Barricading**

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

#### **16. Site meetings**

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

#### **17. Disposal of refuse**

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

#### **18. Contractor to verify site measurement**

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

#### **19. Displaying the name of the work**

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

#### **20. Bar bending schedule**

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

## **21. As built drawings.**

- i. For the drawings issued to the contractor by the employer / Consultant. The employer / consultant will issue two sets of drawings to the Contractor for the items for which some changes have been made. From the approved drawings as instructed by the employer / consultant. The contractor will make the changes made on these copies and return these copies to the employer /consultant for their approval. In case any revision is required or the corrections are not properly marked the employer/consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and / or attend to discrepancies either on the copies as directed by the employer/consultant and resubmit to him for approval. The employer / consultant will return one copy duly approved by him.
- ii. For the drawings prepared by the contractor.
- iii. The contractor will modify the drawing prepared by him wherever the changes are made by the UIIC / consultant. And submit two copies of such modified drawings to the employer / consultant for approval. The employer / consultant will return one copy of the approved drawing to the contractor.

## **22. Approved make**

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

## **23. Procurement of materials**

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

## **24. Excise duty, taxes, levies etc**

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works contract excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the UIIC shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. Variation of taxes, duties, fees, levies etc: if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statute or law during the currency of contract the same shall be borne by the contractor.

## **25. Acceptance of tender**

The UIIC shall have the right to reject any or all tenders without assigning any reason. They are not to bind to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the UIIC. However adequate transparency would be maintained by the UIIC.









**26.** The prices shall be Firm for the duration of contract plus all authorized extensions of time plus three months period after completion of work. All rates will be including turnover tax, sales tax, works contract tax and all other taxes etc.


**27.** The Contractor is to furnish the basic of various materials likely to be used in the Civil work so as to serve as guidelines for working out the rates analysis for extra/taxes, duties etc


**28.** The Contractor is to quote for all sections of the Bills of Quantities.


**29.** EMPLOYER / CONSULTANT reserve the right to ask the contractor to prepare 'Mock-up' of any item for their approval before proceeding with the work.

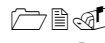
### **SAFETY CODE**


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


 Those engaged in welding works shall be provided with welder's protective eye shields and gloves.

 No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

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

 Required facilities shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.

 Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

 The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects

### **MAINTENANCE OF RECORDS**

1. Registers at the site office of the Client's Engineer.
2. Drawings register.
3. Materials at site register.
4. Hindrance Register.
5. File and Register for extra / variation items.
6. Materials tests Register and File.
7. Site Order Book (in triplicate).
8. Labour Reports and progress Reports register.
9. Site visit & Instructions Register.
10. Certified true copies of the contracts.

### **PROFORMA OF SITE ORDER BOOK**

1. Name of the work \_\_\_\_\_

2. Date of Commencement \_\_\_\_\_

Sr. No.	Remarks / Instructions of the Site Engineer / Consultant	Dated Initials of Site Engineer / Consultant	Initials of the contractor for having received the instructions	Action taken with date	Dated Initials of the Site Engineer	Remarks of the Consultant PMC / CC Officials.
1	2	3	4	5	6	7



**PROFORMA FOR APPLICATION BY CONTRACTOR FOR  
EXTENSION OF TIME**

1. Name of the contractor
2. Name of the work as given in the agreement
3. Agreement WO
4. Tender amount
5. Date of commencement of work
6. Period allowed for completion as per agreement
7. Date of completion as per agreement
8. Period for which extension of time has been given

**Dated                      Month                      Year**

a) 1st extension vide Client's  
Letter No.

b) 2nd extension vide  
Client's  
Letter No.

c) 3rd extension vide  
Client's  
Letter No.

9. Reasons for which extensions have been previously given (copies of the previous applications should be attached)

10. Period for which extension is applied for and the reasons thereof including hindrances, time for extra work assigned, if any etc.

**PROFORMA OF HINDERANCE REGISTER**

Name of work :

Date of state of work :

Name of contractor :

Period of completion :

Agreement No :

Date of completion :

Sr. No.	Nature of hindrance	Date of occurrence of hindrance	Date of which hindrance was removed	Period of hindrance	Signature SE / PE	Remarks
1	2	3	4	5	6	7

SE = Site Engineer

PE = Project Engineer

**List of Approved makes of Materials to be Used MANDATORILY**

The following are the approved makes of materials to be used compulsorily during the execution of the current works. Any deviations/violations from the list specified below shall be viewed strictly and shall make the contractor liable to be penalized.

**List of Materials for Civil/Civil Works**

No	Names of materials	Approved Makes
1	Commercial Ply (MR Grade)	Mayur, Kitply, Century ply
2	Laminate	Merinolam make Model no. 10077 [Shade: Portland Maple]
3	Paints	ICI Dulux or Asian Paints or Nippon
4	Synthethic enamel, OBD, Primer	ICI Dulux or Asian Paints or Nippon
5	Varnish	Asian, Sheenlac
6	Melamine	Asian, Sheenlac
7	Furnitures fittings and fixtures, Telescopic Slides	Godrej, Dorma, Ozone
8	Wood	First class teakwood / Salwood / White Cedar wood / steam birch confirming to IS:4021 of good quality, well seasoned and free from defects for wall paneling, partitions and other works.
9	Cement paint	Snowcem
10	Exterior Emulsion	ICI Dulux or Asian Paints or Nippon
11	Nova Spray	Gillanders, Arbuthnot & Co.Ltd
12	Door Closers	Dorma, Hardwyn, Stanley
13	Locks- Brass / Copper	Dorma, Godrej
14	Clear Glass / Tinted Glass	Saint-Gobain
15	Floor Spring	Dorma or Stanley or Hardwyn

16	Aluminium Frame, doors, windows	Jindal, Nalco
17	Screws	GKW / Janata
18	Hardware	Jyothi, Efficient, Shalimar
19	Cement	Birla, Ramco, ACC
20	Pre laminated particle board	Novapan, Merino
21	MDF Civil / Exterior grade	Nuwud, Duratuff
22	Putty on walls	Birla White
23	Modular Furniture	BP Ergo, V3 Engineers, Spacewood Furnishers, PSL Modular Office Systems

### **List of Materials for Electrical Installation**

<b>Sl no</b>	<b>Names of materials</b>	<b>Approved Makes</b>
1	FRLS copper wire	Anchor, Havells, Finolex
2	Modular switches and sockets	Anchor Roma, Havells, MK
3	MCBs and DBs	Anchor, Havells, Indo Asian
4	UG cables ( 1.1 and 11 Kv )	Anchor, Havells, Finolex, Standard
5	Tel cable	Anchor, Havells, Finolex, Standard
6	Switch disconnecting fuse	Anchor, Havells, Standard
7	PVC conduits (ISI)	Vasavi, Sudhakar, Bajaj Plast
8	MS conduits (ISI)	BEC, Vimco
9	Krone block housing	Adc Krone, Triway, D-link
11	Timer	Anchor, Panasonic, Merlin Gerin, Siemens, L&T
12	Contactors	Siemens, L&T, MG
13	Speaker	Bosch, Philips
14	Music system cable	Finolex, Havells, Standard
15	APFC relay	Siemens, Havells
16	APFC panel	Wave form, Baron, Neptune
17	Change over switch	HPL , Standard
18	MCCB	Anchor, Havells, Siemens, L&T ,MG
19	Light fittings	Anchor, Thorn, Philips
20	Exhaust fan	Havells, Bajaj, Crompton, Usha

### **List of Materials for Air-conditioning Installation**

<b>Sl no</b>	<b>Names of materials</b>	<b>Approved Makes</b>
1	Outdoor Unit	Blue Star/ Carrier
2	AHUs	Carrier / Blue Star
3	Starters	L & T
4	Cables (power)	Anchor/Finolex/Havells
5	Cables (control)	Anchor/Finolex/Havells
6	Thermocole	Beardsell
7	Grills / Diffusers	Air Master / Air Breeze

### **List of Materials for Fire Alarm**

<b>Sl no</b>	<b>Names of materials</b>	<b>Approved Makes</b>
1	Detectors	Apollo, System sensor, Edwards
2	Cables	Finolex/Havells
3	Fire Alarm Panel	Siemens
4	Hooter	The best quality subject to approval of company/consultant
5	Response Indicator	The best quality subject to approval of company/consultant
6	Manual Call point	The best quality subject to approval of company/consultant