

PROJECT:

FURNITURE AND ALLIED WORK OF
UNITED INDIA INSURANCE COMPANY LIMITED, PUNE.

Located at:-
2nd floor KAKADE BIZ ICON,
University Road,
Shivajinagar,
Pune

PART B: TERMS AND CONDITIONS

TERMS AND CONDITIONS OF TENDER

(To be signed and stamped and submitted in sealed envelope no 2)
This will be opened only if envelope no 1 is found valid.
Any commercial disclosure in envelope no 2 will result in disqualification

Client

UNITED INDIA INSURANCE COMPANY LIMITED, PUNE.

Located at:-
2nd floor KAKADE BIZ ICON,
University Road,
Shivajinagar,
Pune
Ph: 020-25590000, 020-25590004
Contact Person: Mr B. Swaminathan, Regional Manager,
Email: bswaminathan@uiic.co.in
M: 7823905734.
(all queries and reply is through email only)

Architect

SATYAJIT RANE & ASSOCIATES,
Architect & Designers,
1076/24,
Old Chaturringi Road,
Pune 411016
Contact Person: Architect Satyajit Rane m: 9890084268
Email: satyajit.rane@gmail.com
(all queries and reply is through email only)

Last date for submission of sealed tender: at 3.00 P.M 29TH JAN 2019

Opening of technical Bid of submitted tender at 4.00 p.m 29TH JAN 2019

Tender issued to

The contractor must provide

Email id. _____ M: _____

(all correspondence shall be done by email only)

Postal address:-

UNITED INDIA INSURANCE COMPANY LIMITED,
PUNE

TENDER NOTICE.

Contractor's Signature

Seal

Mandatory info. required for Prequalification of the bidder

Important: 1.Please type or handwrite in capital letters. 2.Attach copies of the supporting documents. 3.Please use additional sheets if required.

in brief		
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I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Seal and Signature of the Bidder/s.

PLACE

date

1) EMD 2) TECHNICAL-BID AND 3) PRICE-BID SHOULD BE IN THREE SEPARATE SEALED COVER WITH THE NAME OF THE WORK AND EMD, TENDER FEE /TECHNICAL-BID / PRICE-BID (AS THE CASE MAY BE) CLEARLY WRITTEN ON EACH SEALED COVERS.

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

Definition

1	project	FURNITURE AND ALLIED OF UNITED INDIA INSURANCE COMPANY LIMITED, PUNE. Located at:- 2 nd floor KAKADE BIZ ICON, University Road, Shivajinagar, Pune
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Contractor's Signature

Seal

2	Client	UNITED INDIA INSURANCE COMPANY LIMITED, PUNE. Located at:- 2 nd floor KAKADE BIZ ICON, University Road, Shivajinagar, Pune Ph: 020-25590000, 020-25590004 Contact Person: Mr B. Swaminathan, Regional Manager, Email: bswaminathan@uiic.co.in M: 7823905734. (all queries and reply is through email only)
3	Architect	SATYAJIT RANE & ASSOCIATES, Architect & Designers, 1076/24, Old Chaturringi Road, Pune 411016 Contact Person: Architect Satyajit Rane m: 9890084268 Email: satyajit.rane@gmail.com (all queries and reply is through email only)
4	Cost of tender	Zero, if downloaded from website
5	Estimated cost	Not to be disclosed.
6	Time of completion	30 days
7	Earnest Money Deposit	1% of tendered amount in Demand draft on UNITED INDIA INSURANCE COMPANY LTD payable at Pune on from nationalised bank only. This will be refunded to unsuccessful bidder after completion of tender process and will not bear any interest.
8	Security deposit	2% of tendered amount (including EMD) no interest will be paid on this amount
9	Retention money	Total 10%(8% From bill + 2% -EMD)of the certified amount of bill will be retained as retention money. On completion of work 5% will be released along with final bill. Remaining amount will be released after the defects liability period of one year. No interest will be paid on this amount.
10	Minimum value of Interim bills	50 % of tendered value
11	Period of honouring certificate	Within 7 working days after preliminary scrutiny by Architect
12	Defects liability period	12 months
13	Liquidated damages for delay	In case of delay a penalty @ the rate of 1% of the value of the work per week subject to a maximum of 10% (as per the value of work) would be strictly imposed.
14	Validity of tender	60 days
15	Taxes	Rates quoted should include all Taxes, GST other charges like Transportation etc. However I.T will be deducted at source.
16	Income tax	Income tax deduction at source would be by the company before releasing any payment to the contractor.

17	CGST and SGST	The CGST and SGST as applicable in the State of Maharashtra should be calculated separately in the quoted rates and mentioned separately in the final bill, the contractor should have a valid GST number. No bills will be paid with out Registration.
18	Electronic Payment	Electronic payment shall be done only. All the contractor must furnish details such as 1) Name of the their bank 2) Name of their branch 3) Account number 4) Name of the account holder as in the bank account 5) IFSC code of the branch 6) GST regn. number 7) PAN number.
19	Bill of Quantities	means the priced and completed Bill of Quantities forming part of the tender.
20	The Virtual Completion Date	means the date of completion of the Works as certified by the Project Manager
21	The Contract	means the agreement entered into between the Client, or the Principal Consultant acting on behalf of the Client, and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works,
22	The Contractor	refers to the person or corporate body including <i>Successors, Heirs and Assignee of the firm</i> whose tender to carry out the Works has been accepted.
23	The Contract Price	is the price stated in the Work Order and thereafter as adjusted in accordance with the provisions of the Contract.
24	Days, week, Month	"Days" are calendar days, "Weeks" are of seven days, "Months" are calendar months
25	A Defect	is any part of the Works not completed in accordance with the Contract as decided by the Architect
26	The Defects Liability Period	is the period named in the Appendix to Contract and calculated from the certified Completion Date.
27	Drawings	include calculations and other information provided or approved by the Project Manager for the execution of the Contract
28	The Completion Date	is the date on which it is stipulated that the Contractor shall complete the Works
29	Materials	are all supplies, including consumables, used by the Contractor for incorporation in the Works.
30	Project Manager/ Engineer in charge	is the person named in work order (or any other competent person appointed by the Principal Consultant and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract
31	Specifications	means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Architect
32	Start Date	is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).
33	A Subcontractor	is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.
34	Temporary works	are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.
35	A Variation	is an instruction given by the Project Manager which varies the Works

36	The Works	are what the Contract requires the Contractor to construct, install, and turnover to the Client/Principal consultant
37	Insurance policy	The contractors are required to take <i>Contractor's All risk Insurance Policy</i> (CAR Policy) and Workmen Compensation Policy with respect to the work and the workmen within 5 days from the receipt of work order with an IRDA approved Insurance Company in the <u>joint name of the CLIENT and the Contractor</u> from the date of commencement of work till the certification of virtual completion. The value of the work to be insured would be 125% of the contract value for CAR Policy.

The contractor has to must provide their E-mail id, contact nos. and postal address on both bid documents. Henceforth, all official communication from client shall be through E-mail and/or SMS only.

Content/ paper/ sheet/ drawing should not be either altered or detached from the original tender document issued to or downloaded by the contractor.

The tender shall be summarily rejected, if any one of the above said requirements has not been complied with.

The CLIENT reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.

NOTICE INVITING TENDER

M/S _____

Contractor's Signature

Seal

E-mail id:

Contact nos.:

Dear Sirs,

Tender for

FURNITURE AND ALLIED WORK OF UNITED INDIA INSURANCE COMPANY LIMITED, PUNE.

Located at:-

2nd floor KAKADE BIZ ICON,
University Road,
Shivajinagar,
Pune

Sealed tenders are invited in three bid system i.e. EMD and Tender fee (Cover 1) Technical bid (Cover2) and Price bid (Cover3) for above mentioned work are invited from reputed contractors who are eligible to tender as per pre-qualified criteria mentioned in the tender document.

1. Contract documents consist of Pro-forma for pre-qualification, detailed plans, technical specification, schedule of quantities of the various classes of work to be done, and the set of 'conditions of contract' to be compiled with by the person whose tender may be accepted. The document can be downloaded from our web site <https://uiic.co.in/tender>
2. Tenders which should always be placed in three envelopes, and all three envelopes should be put in one single cover with the name of the project written on the envelopes will be received till **30 Jan 2019 up to 3 PM** in the office of regional office, at above mentioned address. The committee constituted for the purpose shall scrutinize the documents furnished in envelope-1 and 2, and pre-qualify suitable contractors. The price bid of the pre-qualified contractors shall alone be opened and the date and time shall be intimated separately. The decision of the committee regarding pre-qualification of contractors shall be final.
3. The contractors should quote in figures as well as in the words the rates, and amount tenders by them. The amount for each item should be worked out and the requisite totals given. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates, figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall be taken as correct. If the contractor does not work out the amount of an item or it does not correspondent with the rate written either in figure or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rates quoted by the contractor will be taken as correct and not the amount.
4. The tender document must be filled in English and all the entries must be made by the hand and Written in ink. If any of the documents are missing or un-signed, the tender shall be considered invalid.
5. Earnest money amounting to 1% of quoted amount/-- is to be deposited with the tender in the form of Demand Draft payable at Pune and drawn in favor of , UNITED INDIA INSURANCE COMPANY LTD, otherwise the tender will be rejected.
6. The successful tenderer will have to pay an amount of initial security deposit/Performance security, which shall be 2% of the accepted value of the tender including the EMD, by means of D.D. in favor of UNITED INDIA INSURANCE COMPANY LTD payable at Pune. The initial security deposit is to be paid by the Contractor to client within 10 days of intimation to him of the acceptance of the tender. The initial security deposit will be invested with the bank for the duration of the contract period and will be returned to the contractor without any interest, after virtual completion of work. No interest is allowed on the above said security deposit.
7. The acceptance of a tender will rest with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
8. All compensation or other sums of money payable by the Contractor to Clients under the terms of this contract may be deducted from the security deposit, or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall within 7 days of being asked to do make good in cash or by cheque any sum which have been deducted from his security deposit.
9. Tender containing any condition leading to unknown / indefinite liability, are liable to be summarily rejected.
10. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

11. The tenderer should quote their (own) rates for undertaking the work.
12. All taxes including GST or any other statutory obligation / tax on material or on finished works with respect of this contract, as applicable, shall be payable by contractor including transportation and TA / DA of the workers at site and the client will not entertain any claim whatsoever in this respect
13. Income Tax will be recovered as per norms plus surcharge or as applicable as per Government Rules
14. CGST and SGST amount will be shown separately in the final bill along with GST number.
15. Time is the essence of the contract. The work should be completed in 30 days from the date of the work order issued to the contractor to commence the work. The successful Contractor will have to give CPM/PERT chart of various activities of works to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 7 days from the date of acceptance of the tender.
16. Tenders for works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender which are not acceptable to the company, then the bank without prejudice to any other right or remedy is at liberty to forfeit the earnest money.
17. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority in the bank.
18. The tenderer, should filled this tender along with valid electrical and air conditioning contractors. This is a turnkey project tender and the responsibility of the work of sub contractor is the responsibility of main contractor only.
19. The tenderer should visit the site to ascertain the working conditions and local authority regulations / restrictions if any and other information required for the proper execution of the work.
20. **The work may be carried out on any floor level as per site condition. Please note that materials and machines are required to be carried on head load and the same must be accounted in the costing. Please note that no separate cost shall be allowed for head load.**
21. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. Client reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment / before. Contractor will be paid for the actual work done at the site duly verified by the Architect.
22. The unit price shall be deemed to be fixed price. In case of extra items, a record of labour charges paid shall be maintained and shall be presented regularly to the Client's for checking. The settlement will be made based on figures arrived at jointly and taking unit price given in the contract assigned to the successful Tenderer. In case of extra items where similar or comparable items are quoted in the tender, extra rates shall be based on tender rates.
23. If the rate quoted by the contractor for any item / items are not workable or abnormally lower than the market rate, the client may demand Bank guarantee from the contractor for satisfactory completion of these work. The bank guarantee amount will be not less than 50% of the estimated amount of the items for which the rates are not workable or abnormally low. This bank guarantee will be released after completion of these works (unworkable and abnormally low rated items) to the satisfaction of the client.
24. The contractor shall submit the bar chart well as shall submit the insurance cover for the work in the form of CAR policy within seven (7) days from the acceptance of work order.
25. The work has to be started within 7 (Seven) Days from the date of receipt of work order/ mark out at site; whichever is latter. In case of work not being started within this stipulated period, the client reserves the right to cancel the work order duly forfeiting the Earnest money deposit
26. No employee of the client is allowed to work as a contractor for a period of 2 years of his/her retirement from client Services without previous permission of the client. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of client as aforesaid before submission of the tender or engagement in the contractor's service.

27. Contractor should get approval of the samples of materials in advance with Architect before use of the same in the work
28. Client has the right to offer the contractor to modify the old material wherever/ whenever necessary instead of new supplies
29. The quoted rate should be inclusive of materials, labour, fixtures, transportation, installation, all taxes, wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work
30. Dully filled-in Tender Document shall bear the **signature and seal of contractor on all pages**(otherwise the tender shall be summarily rejected)
31. The tenders shall summarily rejected, if any one of the above said requirements has not been complied with.
32. The Client will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever
33. The contractor should fulfill the labour regulation guidelines stipulated by the governments
34. No advance payment will be granted for the works proposed
35. Period of taking up the final bill will be one month from/ after satisfactory virtual completion or the date of submission of the final bill whichever is latter.
36. The Initial Security Deposit shall be released after satisfactory virtual completion and certification of final bill. The F.S.D./ Retention money shall be released after defect liability period (12 months) provided all defects are attended satisfactorily in accordance with by the contractor.

READ, UNDERSTOD AND ACCEPTED

SIGNATURE OF THE CONTRACTOR WITH SEAL

INSTRUCTIONS REGARDING SUBMISSION, OPENING AND ACCEPTANCE OF TENDER

Submission of Tender :

1	All entries in Tender document must be made in ENGLISH. It must be hand written in INK and must NOT be typed. The rate column to be filled in both figures and words against each item. Amount column to be filled for each item and the total amount for each trade / part to be given.	
2	Only the Tender form issued by Company or downloaded from the website should be used. The tender should not be changed or altered in any way and the original tenders as issued by United India Insurance Company Limited would form the reference in all cases.	
3	The tender document is available for download free of cost on our website i.e. and on https://uiic.co.in/tender . The tender is issued for downloading from website only. No Hard copy will be issued.	
4	As far as possible corrections in filling the tender documents to be avoided. However in case of any corrections, the same should be authenticated by the person who is authorized to sign the Tender. Over- writing on the tender document is not permitted. No Additions or alterations are to be made by the tenderer to the text or the schedule of these tender papers. If made, tender will be considered invalid.	
5	Every tenderer must submit an Earnest Money Deposit of amount as mentioned above in the form of a Demand Draft only in favour of United India Insurance Company Ltd. Ltd. payable at Pune drawn on any Nationalised bank only	
6	The submission of tender shall be as follows:-	
A	ENVELOPE NO 1	To contain EMD and tender fee only in form of DD from a nationalised bank and marked as 'ENVELOPE NO 1- EMD and Tender fee'
B	ENVELOPE NO 2	completed tender TECHNICAL BID documents only and marked as 'ENVELOPE NO 2- TECHNICAL AND PREQUALIFICATION BID'
C	ENVELOPE NO 3	shall contain price bid only and marked as 'ENVELOPE NO 3- PRICE BID '
7	The Tender should be forwarded on the official letterhead of the tenderer.	
8	The complete Tender documents duly signed on all pages (tender conditions, specification, priced bill of quantities, etc.) and EMD in separate cover, shall be put in a combined envelope covers duly superscribed, should be addressed to "The Regional Head, United India Insurance Company, 2 th floor, KAKADE BIZZ ICON, UNIVERSITY ROAD, PUNE and should reach reach the office on or before the date and time fixed and notified on the tender cover page 1.	
9	Tenders will not be received after the due date and the time fixed. However, if the client desires to extend the time limit, it will do so by informing on client website https://uiic.co.in/tender	
10	In case the due date for submission / opening of the tender is declared as a public holiday in the place where the tender is to be submitted, the time limit will be automatically extended to the next working day at the same time unless otherwise specified.	
11	The client will take no responsibility for delay or loss or non-receipt of tenders after dispatch, by the tenderer	
12	The tenderers are advised to drop the tender in tender box kept in the office of client as mentioned on cover page 1 or ensure that the tender reaches the office before the due date fixed for submission of the tender. This tender box would be opened and the tenders scheduled to be opened at 3.0 pm on that day would be taken out from the tender box for consideration.	
13	The tenderers are requested to inspect the site of work and acquaint about the site conditions and rules and regulations before quoting the rates. For this, the officials of client may be contacted to make the arrangements.	

14	The rate quoted should be inclusive of the cost of materials, labour, transportation, SGST/CGST as applicable to this Works Contracts 2
15	The tender should be submitted strictly as per the terms & conditions spelt out in the tender. The tenderer should not make any alteration in the terms & conditions, drawings, specifications etc. In case of any alteration the tender shall be considered as invalid/void. Incomplete tenders are liable to be rejected. 3
	Opening of Tenders:
16	The sealed tenders will be opened by the designated Tender Opening Committee at the specified time and place in the presence of the contractors who are present. 4
17	Intending tenderers who wish to be present at the time of opening of tenders may be present at the office address as mentioned on title page 1 on the date and time fixed for opening of the tender. 5
	Acceptance of tender : 6
18	Client reserves the right to accept or reject any tender in whole or part and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action 7
19	Tenders shall remain valid for acceptance for a period as specified on the title page or the period that may be extended by mutual agreement and the tenderers shall not cancel / withdraw the tenders during that period.
20	The Earnest Money will be returned to the unsuccessful tenderers. The Earnest Money will be retained in the case of the successful tenderer and will be refunded after the completion of work.
21	Earnest Money Deposit will be forfeited, if the contractor: a. Revokes the tender or stipulates condition/s. Refuses /delays to sign and execute the contract after tender is accepted. Does not commence the work within the time specified in the letter of intent/work order.
22	The tenders will be liable to be rejected if;
23	If the tenderer does not quote for any item/sub-item in the tender. <ul style="list-style-type: none"> · If the tenderer fails to countersign each and every correction in the rate(s). · If the tenderer does not meet eligibility criteria or is barred from participation · If the tenderer proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever.
24	Canvassing in connection with the tender is strictly prohibited. The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing. This notification (hereinafter and in all Contract documents called the "Work Order" will state the sum (hereinafter and in all Contract documents called the "Contract Price" that the Client will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. Within 7 days of receipt of Work Order the successful tenderer will sign the Agreement and return it to the Principal Consultant The Agreement will incorporate all agreements between the Client/Principal Consultant and the successful tenderer.
25	Within 5 days after receipt of the Work Order, the successful tenderer shall deliver to the Principal Consultant, Contractor's all risk policy and workmen's compensation policy in the amount stipulated in the Appendix to Conditions of Contract and Tender documents
26	Failure of the successful tenderer to comply with the requirements of clauses 4.7 and 4.8 shall constitute sufficient grounds for cancellation of the contract and forfeiture of the EMD.
27	A tenderer who gives false information in the tender document about qualification or who refuses to enter into a contract after notification of contract award shall be debarred from participating in future tenders apart from other actions as per Contract and as per law.
	Corrupt and Fraudulent practices
28	Client requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts.

	CONDITIONS OF CONTRACT
29	Interpretation
	In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
30	The following documents shall constitute the Contract documents
	Agreement Work Order
31	Contractor's Tender, including priced Bill of Quantities, conditions of Contract (CC), Appendix to CC, Special Conditions, Specifications, Drawings and all correspondence from opening of Tender till Issue of Work Order and any other document listed in the tender and in case of any ambiguity or contradiction between the different parts, shall be interpreted in the following order of precedence;
32	Articles of Agreement Work Order Special Conditions Conditions of Contract Bill of Quantities Specifications Detailed Drawings Other drawings
	Language
33	Language of the Contract shall be English. ←
	Architect's Decisions
34	Except where otherwise specifically stated, the Architect will decide contractual matters
	Delegation : The Project Manager may delegate any of his duties and responsibilities to others after notifying the Contractor.
	Communications
35	Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.
	Subcontracting agencies,
36	the Contractor may subcontract with the approval of the Architect but may not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
	Other Contractors
37	The Contractor shall cooperate and share the Site with other contractors public authorities, utilities etc. and also with the Client.
	The Works
38	The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Architect, and complete them by the Intended Completion Date.
	Safety and Temporary Works
39	The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.
40	The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.
41	The Contractor shall be responsible for the safety of all activities on the Site.
	Work Program

42	The contractor shall submit the BAR CHART & MATERIAL PROCUREMENT CHART within 5 days of the date of work order. The program should show the general methods, arrangements, order, and timing for all the activities in the Works including supply of materials.
43	The Contractor shall submit to the Project Manager Weekly Progress Report as per the prescribed format.
	<u>Virtual Completion of Work</u>
44	The work will be considered as virtually completed only when the Contractor completes the entire work in accordance with the drawings and specifications and after joint inspection of work by the Project Manager and contractor. The Project Manager after satisfying himself shall thereupon approve the virtual completion
	<u>Access to Site</u>
45	The Contractor shall allow the Project Manager and any other person authorised by the Project Manager, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
	<u>Instructions</u>
46	The Contractor shall carry out all instructions of the Project Manager which are in accordance with the Contract.
47	The contractor has to maintain a site order book for instructions from the inspecting officer.
48	<u>Extension or Acceleration of Completion Date</u>
	At every stage Contractor shall make all attempts to achieve the desired progress and complete the work on time. Whenever the progress is lagging he will prepare a catch up plan to accelerate the progress. Notwithstanding the above, when events occur which are beyond the control of the contractor and the Client is convinced that the delay in execution of the work is beyond the control of the contractor, extension of time to the extent justified may be granted for completion of the works based on the request of the contractor. In such case liquidated damages will be levied for the balance period, if any as provided
	<u>Quality</u>
49	The contractor should carry out the work strictly as per the specification and as directed by the Architect.
50	All the materials and workmanship shall be of the kind described in the schedule of quantities / specifications and in accordance with relevant BIS codes and as per directions of the Architect.
51	The materials required for the work should be purchased only from the manufacturers directly or from the approved dealers. Confirmation for the same will be required to be submitted to the Architect on demand.
52	The contractor shall submit original vouchers / challans etc. alongwith photocopies for verification of actual purchases of all important material at site / head office. The original will be returned to the contractor after due verification.
53	The contractor must submit manufacturers test certificate of important materials, and if so desired by the Engineer- in - charge shall have to carry out testing of any materials brought on site at their own cost in accredited laboratory / site of works. No extra claim will be entertained for such testing of materials.
54	The contractor should protect the work till its completion and handing over against any possible damage, theft, etc.
55	The contractor has to make arrangements for cleaning the work site every day and on completion of the work from the work area at his cost.
56	The contractor should provide samples of the materials for approval and the samples will be kept in the custody of the Architect
57	The Architect shall inspect the Contractor's work from time to time and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Architect may instruct the Contractor to uncover and test any Work that the Architect considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be borne by the Client.

58	The Architect shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
59	Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Architect's notice. If the Contractor has not corrected a defect within the time specified in the Architect's notice, the Client reserves the right to get the rectifications carried out by other agency and recover the cost of such rectification from the contractor from any money lying to his credit with CLIENT under the present or any other contract .
60	The contractor should arrange a qualified technical supervisor at site during the course of the entire work. The contractor should not change the supervisor till completion of the work. The supervisor should be available at site when the work is in progress.
61	The workmanship should be of high quality / standard and the decision of the Project Manger / Specialist shall be final in this regard.
	Working conditions:
62	The contractor should abide by the rules and regulations for the premises especially on the working hours, entry to the workers to the premises, interpersonal relation with the staff members and other agencies engaged at the site.
63	The contractor shall not at any time do, cause or permit any nuisance on the site/ do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work
64	The contractors workers will not be allowed to stay at the work site.
65	The contractor or his workers can use the common facilities such as drinking water, toilet etc., if made available at the premises. However, it should be ensured that the same should be kept in clean and hygienic condition.
66	Water and Electricity as per the availability at site can be made use of by the contractor. The charges for actual consumption for water and electricity are to be paid by the Contractor. If not available, the contractor has to arrange it on his own.
67	The dismantled material / debris should be removed from the site daily and be transported out to the place as designated by the Municipal Corporation at contractor's own cost.
68	The contractor should make his own arrangement for storage of materials. Client may provide some space subject to availability (uncovered) within the premises for storage purpose. Materials only as per requirement are to be stored at site. Neither CLIENT nor Architect will take any responsibility for the safety and / or security of any material lying at site.
69	Contractor needs to protect all furniture and other assets belonging to Client / User.
70	The contractor should not engage any person prohibited by law for execution of the job.
71	The contractor should make necessary arrangement for covering of all the furniture, records, and other assets of the client with fabric/plastic sheets during the course of work.
	General
72	In case of any damage to the existing structure, the contractor should make good the same at his cost to the satisfaction of the Architect.
73	Client will have the liberty to modify the design to a reasonable limit. No extra charges will be paid for execution after such modification
74	The quantities indicated in the bill of quantities are approximate and the quantities may vary as per the site conditions / requirements. The rate quoted should be firm for the

	total quantities of work executed to complete the work
	<u>Payments :</u>
75	No advance will be paid.
76	The billing is to be done in the name of the client as specified on cover page of the tender.
77	The Contractor has to submit the bill strictly as per the nomenclature mentioned in the bill of quantities in the tender document along with detailed rate analysis of extra / deviated items, if any, executed after due approval of CLIENT, failing which the bill will be returned.
78	The running account bills may be submitted on fortnightly basis for the completed items of work and for the partly completed items based on the percentage of the work executed. The payment will be released on proper submission of the bill together with the measurements of the work carried out. The Security Deposit, other statutory deductions and any other amounts as may be deductible / recoverable as per the terms and conditions of contract will be deducted from the running bills.
79	The payment towards the settlement of running bills will be treated as the advance towards settlement of final bill.
80	10% of the value of each running bill will be deducted as Retention Money / Security Deposit till the amount so accumulated equals the total security deposit mentioned in the work order.
81	The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill together with the measurements. The Contractor has to submit Insurance policy against fire of value of final bill Valid till DLP from IRDA approved Insurance company.
82	50% of the Security Deposit will be refunded with the final bill. The remaining 50% will be returned to the tenderer after the satisfactory completion of defect liability period/extended DLP.
83	The contractor should approach the concerned client officials one month before the completion of the 'Defect liability Period' and attend to any rectifications / replacements and obtain certificate in the prescribed format for release of Security Deposit.
84	Income Tax, Sales Tax on Work Contract, VAT, Cess service tax and / or any other Statutory deductions as per the prevailing rules at the time of execution will be deducted from the payable amount for which certificate will be issued in favour of the contractor
85	No interest is payable to the contractor on any amount due to him on any account.
86	The contractor shall be paid on the basis of the actual quantity of completed work as per the provisions of the contract and as per the specifications.
	<u>DEVIATION, VARIATION, EXTRA / DEVIATED ITEMS AND PRICING :</u>
87	The rates of altered, additional or substituted works shall be determined in accordance with the following
88	The net rates or prices in the original tender 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 therein.
89	If the rate for any altered, additional, or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.
90	If the rate for altered, additional or substituted item of work cannot be determined in the manner specified above, then such items of work shall be priced on the basis of rates for labour and materials as per the market rate prevailing at the time of execution.
91	While fixing rates of extra items 15% (Fifteen percent only) shall be allowed on the cost of material and labour to cover all supervision, overheads, statutory Taxes and Levies and

	profits except service tax.
92	For all extra items of work, the contractor should submit to the concerned Architect the necessary particulars along with his analysis and the rate he proposes to claim for consideration immediately or latest within a period of 4 (four) weeks from the time of cropping up of any authorized extra / deviated item. He shall also ensure that all the authorized claims are included in the final bill. If the contractor fails to submit his claim within the stipulated period or the period duly extended by the Architect, then the CLIENT shall proceed to fix the rate for the item(s) and the same shall be final and binding on the contractor.
93	The Contractor shall note that Extra/Deviated items claim and/or any other claim whatsoever if submitted after submission of his Final Bill, will not be entertained and considered. The Contractor shall not be allowed to make any Additions/ Alterations/ Revisions / Changes/ Modifications/ Variations in the final bill, after the final bill is submitted by him.
94	The Tax invoice and the abstract of the bill should be submitted strictly as per the approved format of CLIENT.
95	The bill should be attached with all measurement sheets, sketches as applicable
	<u>Escalation :</u>
96	No escalation shall be paid for the works carried out.
97	No claim on account of fluctuation of rates of material and labour during the course of work will be entertained (from the date of acceptance of the Tender till issue of completion certificate).
	<u>Defect Liability Period :</u>
98	Defect Liability Period is <i>12 months</i> from the date of virtual completion of the work unless otherwise specified in Appendix to conditions of Contract.
99	During the course of Defect Liability Period the tenderer has to rectify all the defects noticed free of charge.
100	In case the contractor fails to attend the rectification work within 7 days of reporting the same in writing, Client will have the liberty to carry out the said work through any other means at the cost & risk of the contractor. Such expenditure, shall be recovered from the Security Deposit or any other amount due to the Contractor in this or any other contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
101	While carrying out the rectification work, contractor should ensure that the surroundings should be protected against any possible damage. In case of any damage, the same should be made good by the contractor at his cost.
	<u>Statutory obligations to be followed :</u>
102	The contractor should ensure adherence of all statutory requirements under the State and Central Rules in force and other local bodies for smooth and timely completion. All such costs are deemed to be included in the quoted rates.
103	The contractor shall comply with the provisions of all the rules and regulation in respect of labour engaged at site such as Contract Labour {Regulation & Abolition} Act, 1970, Minimum Wages Act, Apprentice Act and all other labour laws as may be enforced from time to time by the Government Authorities for execution of work, procurement of material for completion of the entire project and shall indemnify the Client/ CLIENT against any penalties/claims arising from any default on their part . CLIENT shall not be held responsible for any penalty on failure of any of the labour regulations or on failure of any compliance of any rule in force
104	The contractor shall strictly comply with the provision of Sales Tax (both State & Central), Excise Duty, etc. All the duties / taxes with respect to the work should be borne and paid by the contractor. CLIENT shall not be responsible for any payment/ penalty on this account at any stage.

105	The goods are manufactured at the contractor office / site, the contractor has to pay Central Excise and he has to produce Excise Invoice Copy for removal of goods from the manufacturing site. In case the goods are manufactured or produced at the site then Excise Invoice showing that the Central Excise has been paid should be submitted to CLIENT.
106	The contractor should submit a statement confirming that all duties / taxes of every nature covered under the contract have been paid and the contractor shall indemnify the CLIENT against all claims in that behalf.
107	The contractor should ensure adherence of all the requirements under the State and Central Rules in force.
108	The contractor should submit an affidavit / Declaration on payment of Central Excise as per the enclosed format.
109	The contractor should also submit when required, a copy of the declaration filed with the Central Excise for the previous financial year.
110	The contractors are required to take <i>Contractor's All risk Insurance Policy</i> (CAR Policy) and Workmen Compensation Policy with respect to the work and the workmen within 5 days from the receipt of work order with an IRDA approved Insurance Company in the <u>joint name of the CLIENT and the Contractor</u> from the date of commencement of work till the certification of virtual completion. The value of the work to be insured would be 125% of the contract value for CAR Policy.
111	The CAR policy should have additional coverage under 3 rd party liabilities. The liabilities should be one lakh rupees per accident. The Original of the premium receipt and the policies should be submitted to CLIENT. The contractor shall fully indemnify the Client/ CLIENT against all claims which may be made against the Client/ CLIENT by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof. The contractor shall also fully indemnify the client/ CLIENT against all claims which may be made upon the client/CLIENT, whether under the WORKMENS' COMPENSATION ACT or any STATUTE in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor. The contractor shall be responsible for anything which may be excluded from the insurance policies above referred to.
112	The contractor shall also fully indemnify the client/CLIENT in respect of any costs , charges or expenses arising out of any claim or proceedings at law and Also in respect of any award of compensation of damages arising there from.
113	The client shall be at liberty and is hereby empowered to deduct fully the amount of any damages, compensation costs, charges and expenses arising or accruing any such claim or damage from any sum or sums due or to become due to the contractor.
114	The contractor shall take Fire Policy for the completion cost of work to cover the defect liability period from an IRDA insurance company and submit along with final bill.
115	CLIENT will have the right to protect its interest either by taking insurance directly or by any action that it may deem fit on account of the contractor and recover the same from the contractor in case the contractor fails to do so.
	Liquidated Damages
116	The Contractor shall pay liquidated damages to the Client /Principal Consultant at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the specified Completion Date. The Client /Principal Consultant may deduct liquidated damages from payments due to the Contractor in this contract or from any other contract. Payment of liquidated damages shall not alter the Contractor's liabilities.
117	If the Intended Completion Date is extended after liquidated damages have been paid, the Architect shall correct any overpayment of liquidated damages by the Contractor by

	adjusting the next payment certificate.
	Termination, Determination
118	If the contractor commits default in commencing the work, as required by the work order and found that the date stipulated cannot be adhered to, Client shall be entitled without prejudice to any other rights or remedies available to terminate / rescind the contract
119	The contract shall be terminated if the Contractor is declared bankrupt or goes into liquidation
120	In case the contractor fails to show adequate progress in execution of work and Client feels the work cannot be completed within the stipulated time, Client will have the right to terminate the contract by giving three days notice to the contractor, at Client's full discretion and the decision of the Client shall be final and binding. It will be the full discretion of Client to carry out the balance work through any agency at any rate as per the specification. The additional amount that may be spent for completion of the balance work will be recovered from any amount due to the contractor on account of this contract or any other contract. In case of termination of the contract, the payment if any, due to the contractor will be released only on completion of the entire project and finalization of accounts and liabilities.
121	If at any time after the acceptance of the tender, the CLIENT/CLIENT shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Architect shall give notice in writing to the Contractor who 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 whole of the works.
122	The Contractor shall be paid at contract rates for the full amount of work executed and All surplus materials collected for incorporation in the work, which the Contractor has procured will be taken back by the contractor.
123	If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Architect shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary works on Site
	<u>Contractor's other responsibilities</u>
124	The contractor should co-ordinate with all the other agencies for smooth and timely execution of the project.
125	The contractor should set out the layout at site before commencement of work and obtain approval to the same from CLIENT
126	The contractor should make arrangement for extension of temporary electrical work to provide sufficient light and power as required for the work at his cost.
127	The contractor should clear the site within 7 days of completion of work of all surplus material.
128	The contractor should take adequate precaution against fire hazard at site. The contractor should ensure that all fire safety measures are taken during execution and that the work carried out is as per the fire safety norms of the local Fire office.
129	The contractor should arrange scaffoldings / ladders for proper execution of work, also to ensure safety of the workers as per the relevant provisions of the law.
130	The contractor should prepare mock-up of the items for the approval of the Architect and shall modify the mock-up till it meets with the approval of the Architect. The expenditure that may be incurred for making the mock-up samples should be included in the respective items of work.
131	In case of any change in the constitution of the firm during the contract period, this shall be intimated to CLIENT without delay.

132	The contractor should submit shop drawings for the relevant items for the approval of Architect before execution of work.
133	The contractor has to ensure safety of the premises and the work till handing over of the same to user.
134	The contractor should submit the As-built drawings of the entire work together with the Final bill. The contractor should also take photographs & video of the entire completed work and submit 4 copies (4 sets of album & 4 CDs) along with the final bill.
	<u>Resolution of Disputes</u>
135	Except where otherwise specifically stated, the Architect will decide contractual matters between the Client and the Contractor in the role representing the Client
136	Should the Contractor be not satisfied by the decision or interpretation conveyed by the Architect, he may then submit his appeal with full facts for review to the MD and CEO, CLIENT. The MD and CEO may review the appeal himself or appoint a committee to review the appeal. After the review the MD and CEO will convey his decision to the contractor and such decision will be final and binding on the contractor and without further appeal
137	No such appeal for review which is submitted after the submission of final bill by the contractor is tenable and will not be entertained
138	Satyajit Rane , Architect is the Principal Consultant acting on behalf of the Client as mentioned in the Tender Notice. No arbitration or legal claim will stand against Architect. The claim if any with respect to the work payment or any other matter including release of Security Deposit etc., will be limited to the client as mentioned and not against Architect
	<u>Special conditions of the contract</u>
139	Tenders if submitted by tenderers who have been disqualified, blacklisted, debarred, or who otherwise do not qualify, will not be considered and all such tenders shall be rejected.
140	Where the work is to be carried out in the premises owned by Client and alone the following conditions will apply ;
141	After opening of the tenders, Consultant would prepare the tender prequalification opening sheet, only the contractor who pre qualified will have their price bid opened the statement of amount quoted and hand over the same to client., for further scrutiny of the tenders .
142	It will be open for client., to review the tenders, negotiate with the bidders as per company rules and regulations. Client, would be the final authority to decide on the vendor /tenderer / bidder to whom the work is to be awarded on the basis of the negotiations carried out by them.
143	After the finalization of the bidder by client, as mentioned herein above the work order would be placed by Client, for carrying out the work.
144	It is clarified that Architect shall have no say or no recommendation or any interference in the award of work which will be completely under the jurisdiction of Client, and completely as per the direction of Client.
145	The work need to be carried out strictly as per the society rules and regulation.
146	The contractor needs to take necessary permission from society/builder including the payment of security deposit for on refundable basis if required.
147	It is the responsibility of the contractor to get the confirmation certificate from the Client after virtual completion of the work, if required by the Society/builder
148	Necessary Permission required for execution of the work shall have to be obtained by the Contractor at the quoted rates from the Concern Local authority
	<u>MATERIALS, SPECIFICATIONS & WORKMANSHIP</u>
	<u>General:</u>

149	The measurements indicated in the drawings are approximate and may vary as per the site conditions. Architect interpretation of the design and the specifications mentioned in the entire document shall be final and without appeal. In case of Errors or inconsistency, if any discovered in the drawing and specifications, Architect interpretation shall be final and without appeal.
150	The contractor shall submit the Bar Chart along with Material Procurement Schedule before commencement of work and the progress chart during the course of work. The Bar chart and Material procurement chart is incorporated in the Tender document for guidance. The contractor shall submit his version of Bar Chart & Material procurement schedule (fitted within the overall period of completion), along with his acceptance of work order.
151	The contractor shall submit manufacturer's Test certificate for all important materials.
152	For the design and other details mentioned in the entire document ARCHITECT alone has the copyright
153	The contractor shall take the prior approval from ARCHITECT for sub-contracting the job even if the same is to a specialised agency.
154	The whole of the work included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign, or sublet the contract or any part, share of interest therein nor shall he take a new partner without the written consent of the Client and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from the active superintendence of the work during its progress.
155	In case ARCHITECT rejects a particular work the tenderer shall remove the same within two days and no payment shall be made for such work. In case not removed, the same shall be got removed and redone at the risk and cost of the contractor.
156	The Contractor has to take all safety measures with regard to the workmen employed as per relevant laws and good engineering practices at site and safety measures against the fire hazard.
157	The contractor has to make necessary arrangement for internal lighting at the site.
158	The contractor has to carry out the job strictly as per specification spelt out in the bill of quantities, the drawings, instructions that may be issued by the Engineer-in-charge and the specification of the Bureau of Indian Standards, National Building Code.
159	In case of any discrepancies between the Schedule of Quantities, the specifications and/or the drawings, the following order of precedence shall be observed.
160	Description in Schedule of Quantities Specifications in relevant Trades Standard Specifications as per B.I.S Drawings ; detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scale.
161	The electrical installation works to be carried out by engaging licensed electrical contractor. The contractor shall submit the Electrical Contractor's license at the time of execution of work. The copy of license of Electrical Supervisor and electricians also are to be submitted.
162	The contractor shall submit the single line drawing of electrical installations/ wiring of completed work along with the final bill.
163	The contractor shall submit the Test Certificate of the Electrical installations carried out by him as per requirement of local Electrical supply Authority, Indian Electricity Rules, and Indian Electricity Act.
164	The work may be required to be carried out on holidays, Sundays, night hours, after & before office hours for which necessary permission shall be obtained from the client/ ARCHITECT . The contractor shall not at any time do, cause or permit any nuisance on the site/ do anything which shall cause unnecessary disturbances or inconvenience to the

	occupants / visitors at site or near the site of work.
165	The contractor shall depute one electrician and one helper during working hours to attend to any electrical breakdown.
166	The tenderer is strictly advised to adhere to all the safety norms and precautions as stipulated in the BIS / NBC standards. The tenderer should follow all the relevant direction on safety and the directions related to safety as given in the tender. Please note that no work is to be carried out without following safety norms. Any instructions from any one against these norms are <u>not</u> to be followed and reported to the client / ARCHITECT in writing. ARCHITECT will not be responsible for any work or any consequences or any damages arising out of action taken by the contractor which is in violation of this clause.
167	The wood to be used should have similar / uniform grains and should be well seasoned, have uniform colour totally free from cracks, white portions, decay, knots etc. Anti-termite treatment shall be carried out to the wood work and the quoted rates shall include for the same.
168	All the edges of the plywood should be finished with teak wood beadings. The beading to be fixed with adhesive / screw/ nails. <i>Wood work, steel fabrication and other fitted out items should be manufactured at the factory / work place of the contractor. Such items will be transported to the site at the cost of the contractor only .</i>
169	The contractor should not apply primer / putty work / paint or any other finishing material before inspection and certification of the wood work by the Engineer-in-Charge.
170	The contractor should strictly follow the approved colour scheme. The colour scheme will be intimated to the contractor within a week from the date of issue of the work order. However CLIENT may make modifications as per requirements.
	GENERAL PREAMBLES TO SCHEDULE OF QUANTITIES
	These preambles apply to all the sections of the "Schedule of Quantities".
	RATE TO COVER:
171	The rates quoted by the Contractor shall be held to include for providing and fixing, all conveyance and delivery, loading & unloading, carrying in, storing, hoisting, all labour, setting, fitting and fixing in position, making straight, cutting, waste, return of packing and all materials and labour and everything else necessary for the proper completion of each item of work to the approval of Corporation's Engineer and for Establishment Charges, overheads and profits. The Contractor shall provide at his expense all labour, materials and things required by the Corporation's Engineer for testing and measuring the work, for weighing, testing the efficiency of any portion of the work, all planking, gangways etc. necessary for affording access to every part of the work except where specifically stated otherwise.
172	The Contractor should also cover in his rates for the method of work, cost of materials, labour etc., to comply with the "Trade Specifications", General Instructions to Contractor", "Conditions of Contract", "Special Conditions", (if any), and all documents of this contract.
173	All the materials or procedure or Specifications for work, unless otherwise stated, shall conform to the current Indian Standard whether or not specific mention is made thereof. The Contractor shall be responsible for and shall replace or make good at his own expense, any materials lost or damaged, or of quality not approved.
174	All rates quoted shall include for Supplying and fixing although the same may not have been mentioned in the item of the Schedule of Quantities. Words "Providing and Fixing where used shall have same meaning as "Supplying and Fixing".
175	Rates quoted shall include for hoisting to any height and the work at all levels and lift of materials shall not form any criterion for any extra claims, except where otherwise specified.

	ANCILLARY WORKS:
176	The Contractor shall have to carry out all ancillary and connected work within boundary of the plot of the proposed work and inside the Building if ordered to do so by the CLIENT at the rates quoted in the Schedule of Quantities, at any time during the currency of this Contract including extension of time, if any granted.
	PRICE FLUCTUATION / VARIATION:
177	Rates quoted by the Contractor shall be firm throughout the currency of the Contract including extensions of time, if any granted. No price adjustment due to variation in cost of materials or labour or any variation under any State or Central Legislation or any other reason whatsoever shall be allowed.
	TESTING OF MATERIALS INCLUDING CEMENT AND STEEL :
178	Testing of materials shall be done at the time of approval and as required during the progress of the work. Testing of all materials including cement & steel during the progress of work shall be as instructed by CLIENT.
179	For all materials expense towards testing shall be borne by the contractor and his quoted rates shall include for the same and no claim on the account shall be entertained.
180	For all tests all incidental charges such as cutting, loading, unloading, transporting, casting etc shall be at contractor's cost and shall be borne by him.
	"PRINCIPAL MAKE/OR OTHER EQUAL AND APPROVED" FOR MATERIALS/PRODUCTS:
181	The Contractor shall note that materials having "ISI" monogram shall primarily be used in the work. If in the tender "Certain Principal Make/ Makes or other equal and approved of any material/Product is mentioned in any item or Trade Preambles relating to the particular items in its respective Trade Schedule, the Contractor shall have to use the Principal Make/Makes specified in the relevant item or the trade Preambles. In case the specified particular Principal make/makes of the materials product is/are not readily available, the Contractor shall take prior permission and approval of the CLIENT in writing before use of the alternative equivalent make of the Material / Product.
182	All principal makes specified for any item shall be treated at par as per the accepted quoted rate.
183	Use of the make other than the Principal Make/Makes which shall be treated as an Equivalent make) shall be at the discretion of the ARCHITECT and such Make/Makes shall be used after the approval of the ARCHITECT .
184	In such cases the Contractor will not be paid any extra payment over the accepted quoted rate in any case. However if it is ascertained that the price of approved Equivalent Make or the Material/product is lower that or the Principal Make/Makes of the same material / product the difference of the price shall be payable by the contractor to CLIENT. Such difference of price shall be suitably decided by the ARCHITECT whose decision shall be final and binding to the Contractor in this regard.

Annexure-I

(On Rs.100/- non-judicial stamp paper by the successful bidder)

From. : Contractor

To : Client

Dear Sirs,

SUBJECT : Indemnity for payment of Taxes, duties

Contractor's Signature

Seal

We refer to the tender dated _____ for _____ and hereby confirm that we have complied with all formalities relevant to the performance of our Contract for the supply of goods and services under all Central, State and Local statutes governing the same. We further confirm that we have paid / we undertake to pay all taxes and duties including GST in respect of the goods and services supplied / to be supplied under this contract.

We agree to indemnify and keep you indemnified against any claim or demand and all loss, costs, charges and expenses incurred or suffered by you as a result of any claim being made by any person in respect of our obligation under the said tender for payment of taxes, duties or otherwise.

Yours truly,

Date:

SIGNATURE OF CONTRACTOR
WITH RUBBER STAMP

* Strike out if not applicable

Contractor's Signature

Seal

Agreement on Rs 100 stamp paper

United India Insurance Company Ltd, having its Registered Office at _____ (hereinafter called the Client of the one part) and _____, (hereinafter called the 'Contractor' of the other part).

WHEREAS the Consultant on behalf of Client _____ is desirous of carrying _____, hereinafter called 'The Work', and has prepared drawings/specifications the Schedule of Quantities, which have been seen and understood by the contractor..

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions and instructions set forth herein (hereinafter referred to as the 'the said conditions') the works shown upon the said drawings and/or described in the said specifications and included in the said Abstract Schedule of Quantities at the item rates therein set forth amounting to the contract sum of Rs. _____ only) hereinafter referred to as 'the said contract amount'.

NOW IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said conditions execute and complete the works shown upon the said Drawings or described in the Specifications and/or the priced Schedule of Quantities.

_____, the Client shall pay the Contractor the said contract amount or such other sum as shall become payable at the times and in the manner hereinafter specified in the said conditions.

The said conditions and appendices thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and perform the agreement on their part respectively in such conditions contained.

The contractor shall complete the work within the time period stipulated in the work order. Work completion certificate to be taken by contractor from the client.

All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Pune and only the Courts in Pune, shall have jurisdiction to determine the same.

This Contract comprises :

- 23 Tender documents serial pages _____ to _____ dated _____.
- 24 All subsequent correspondence from issue of tender till award of work.
- 25 Work order no. _____ dated _____
- 26 Specifications and Drawings

Only _____ alterations have been made in these documents and as evidence that these alterations were made before the execution of Contract Agreement, they have been initialed and sign by the Contractor and the official designated by UTI Infrastructure Technology And Services Ltd., the document forming part of this contract.

IN WITNESS WHEREOF THE official seals of the _____ was thereto affixed on its behalf by the official designated by _____ and the Contractor has / have been affixed and both parties have signed this Agreement on the dates respectively mentioned against their signatures in the presence of the witnesses.

Contractor

Client

Signature and Seal : _____
Date _____

Signature and Seal : _____
Date _____

In the presence of :

In the presence of :

Signature _____
Name _____
Address _____
Date _____

Signature _____
Name _____
Address _____
Date _____

LIST OF MATERIALS OF APPROVED BRAND AND/OR MANUFACTURE –
FURNISHING

1.	Commercial plywood as per IS-303.	Kitply Vista /Archid Silvi
2.	Marine/ water proof plywood as per BIS	Kitply Vista /Archid Silvi
3.	Flush Door as per IS-303.	Kitply
6.	One side Laminated sheet (1 mm thick)	Sunmica/formica Euro / Merino
7.	pre-laminated Particle board (on both sides) particle board	NOVAPAN (India) Ltd., / Green Lam / Archid lam/ kitlam
8.	Aluminium Composite Panel (ACP)	Alstone, Superbond, Euro Bond
9.	Soft Board	Jolly Board or equivalent.
10.	Veneer	Composed veneer / Donear / Garnet
11.	Melamine Finish	Wood coat pigmented manufactured by M/s. MRF Ltd. / Asian Paints