

**INTERIOR & ELECTRICAL WORKS AT THE NEW PREMISES OF  
UNITED INDIA INSURANCE COMPANY LTD,  
BRANCH OFFICE, KALPETTA.**

***Pre- Qualification - Cum – Tender document***

**UNITED INDIA INSURANCE COMPANY LTD  
REGIONAL OFFICE,  
“SHARANYA”, HOSPITAL Road  
KOCHI - 682 011.**

**PH: 0484 2360936, 2371259, FAX: 0484 2369346**

**Tender Closes on 03.03.2017 at 4.00 PM**

***Earnest Money Deposit***

**Interior & Electrical: Rs. 10,000/-**

***ARCHITECTS:***

**ANASARA CONSULTANTS**  
37/3744, Sreevalsam  
Ponoth Road, Kaloor  
Cochin-682017, Kerala  
Ph: +91- 484 - 2102254  
manasaradesigns@yahoo.com

**United India Insurance Company Ltd.**, Regional Office, "SHARANYA", Hospital Road, KOCHI - 682011. Phone 0484 – 2360936, 2371259, having its Registered and Head office at 24, Whites Road, Chennai-600014; intends to execute Interior & Electrical works (*Combined*) for its **BRANCH OFFICE, KALPETTA**. Sealed tenders under two bid systems are invited from reputed Contractors having minimum five years' experience in the respective fields of work and who have executed similar types of work for Public Sector Undertakings \ Company\ Banks \ Financial Institutions \ State and Central Govt. departments \ autonomous bodies etc. in the respective categories of work mentioned above and also fulfilling the following qualifying criteria.

***The Bidder's and their associates (if any - for Electrical works only) should also fulfill the following qualifying criteria: (The responsibility and legal liability for executing the work in terms of the tender shall be that of the bidder alone.)***

1. **Registered with Central Sales Tax and Income Tax Departments**
2. **Registered with the State Sales Tax Department**
3. **Registered with the PF Department**
4. **Companies\ firms\ individuals registered\ undertaking to comply with the State\ Central Labour Laws\ Electrical Inspectorate\ requirements.**
5. **Having Vat Registration No.**

#### **I. FOR CIVIL AND INTERIOR FURNITING WORKS**

The Bidder should have 5 years experience and the average annual turnover of the Bidder during the past three years ending 31<sup>st</sup> March 2016 should not be less than Rs.12 Lakhs and also fulfilling any of the following criteria:

(A) Two works of similar nature valued at an amount not less than Rs 6 Lakhs each during the past five years ending as on 31<sup>st</sup> March 2016

**OR**

(B) One work of similar nature valued at an amount not less than Rs 9 Lakhs during the past five years ending as on 31<sup>st</sup> March 2016.

#### **II. FOR ELECTRICAL WORKS**

**The Bidder shall possess a valid 'B' grade electrical license, employing licensed supervisors and skilled workers having valid permits as per the Regulation of Indian Electricity Rules and Local Electrical Inspector's requirements.**

In addition to above, The Bidder should have 5 years experience and the average annual turnover of the bidder during the past three years ending 31<sup>st</sup> March 2016 should not be less than Rs 7.5 lakhs and also fulfilling the following criteria:

(A) Two works of similar nature valued at an amount not less than Rs 4.5 lakhs during the past three years ending as on 31<sup>st</sup> March 2016

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OR

(B) One work of similar nature valued at an amount not less than Rs 6 lakhs during the past three years ending as on 31<sup>st</sup> March 2016.

### **III. DEFINITION OF WORKS OF SIMILAR NATURE [In Clause no: I and II]**

The term “works of similar nature” mentioned shall mean that the Bidder should have carried out the works of same nature as mentioned in the Schedule of Quantities of Interior & Electrical works that forms part of the Tender Documents attached to this tender notice.

#### **NOTE:**

1. The tenderer shall pursue carefully the Tender Notice , Conditions of Contract, Bills of Quantities, relative drawings, outline Specifications and general conditions etc., before pricing in the quantities. All these documents shall be returned with the tender duly signed in every page in token of acceptance of the conditions.
2. The United India Insurance Company Ltd, does not bind itself to accept the lowest or any tender and reserves the right to reject any tender or all the tenders if required. Company may at its discretion split scope of work between two or more Contractors without assigning any reason therefore.
3. The tenderer must also produce along with the tender, a list of major works carried out by them. List of mechanical equipment, the Contractor would assign for this work and also a list of **Technical Personnel**, who would be employed, be furnished along with the tender.
4. The United India Insurance Company Ltd, reserves the right of altering and/or amending the drawings and scope of work by additions or alterations or having a portion of the work carried out by another agency without assigning any reason therefore.
5. The Bidder shall give a list of his/her relatives working with the United India Insurance Company Ltd along with their designations and addresses.
6. No Employee of the Company is allowed to work as a Contractor for a period of two years of his retirement from Company's service, without the prior permission of the Company. This Contract 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 of the Company as afore said before submission of the Tender or engagement in the Bidder's service.

#### **EARNEST MONEY DEPOSIT and TENDER FEE**

- I. **Interior & Electrical works – EMD Rs. 10,000/-** by way of DD\BC on any Nationalized/ Scheduled Bank favouring **UNITED INDIA INSURANCE COMPANY (REGIONAL OFFICE, “SHARANYA”, Hospital Road, KOCHI – 682 011. Ph: 0484 – 2360936, 2371259)** and payable at Ernakulam.
- II. **Tender Document fee – Rs.1000/-** by way of Demand Draft drawn on any Nationalized/ Scheduled bank favouring **M/s Manasara Consultants (37/ 3744, Sreevalsam Apartments, Ponoth Road, Kaloor, KOCHI-682017)** and payable at Ernakulam.

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- III. Tender Fee and Earnest Money Deposit for each work should be furnished separately.

## **OTHER INFORMATION- SUBMISSION OF TENDER OFFERS**

### **PART A: TECHNICAL BID- ENVELOPE NO.1**

The Technical bid shall consist of

1. Tender Notice duly signed by the authorized signatory of the Contractor\ firm\ company
2. Documents for determining qualifying criteria **both Interior & Electrical**, as mentioned in Clause I to III. (Including the work experience of the Contractor if any associated with.)
3. Earnest Money Deposit
4. Tender Fee

**The above documents are to be submitted in a sealed envelope marked as “Technical Bid – Interior & Electrical works of United India Insurance Co. Ltd., BRANCH OFFICE, KALPETTA”.**

### **PART B: FINANCIAL BID- ENVELOPE NO.2**

The Financial Bid shall consist the Schedule of Quantities i.e . **Part- B** of the tender document duly filled in and signed by the authorized signatory of the firm\company and should be submitted in a sealed envelope marked as **“FINANCIAL BID – Interior & Electrical works of United India Insurance Co. Ltd., BRANCH OFFICE, KALPETTA”.**

Both the envelopes containing Technical Bid and Financial Bid shall be submitted in another Sealed Envelope superscribed as: **“Tender for Interior & Electrical works of United India Insurance Co.Ltd., BRANCH OFFICE, KALPETTA” LATEST BY 4.00 PM on 03.03.2017 AT OUR OFFICE AS PER ADDRESS GIVEN IN THE TENDER NOTICE”**

**The Financial Bids of only those Bidders who qualify technically for both Interior & Electrical works shall be opened and considered. (The opening date of the Financial bid will be intimated to those technically qualified Bidders through Email)**

#### **NOTE:**

**THE TENDER OFFERS NOT RECEIVED STRICTLY AS PER ABOVE TERMS AND CONDITIONS SHALL BE OUTRIGHTLY REJECTED. CONTRACTORS WHO CAN COMPLETE THE WORK WITHIN 30 DAYS FROM THE DATE OF WORK ORDER NEED ONLY APPLY**

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The Company reserves its right to reject any or all tender offers without assigning any reason whatsoever. The Company also reserves the right to execute full or part of the works mentioned in the tender documents, as per requirements.

The validity period of the tender is 6 months from the date of opening of the tender.

**Date of commencement of work:** 3 days, from the date of signing of the agreement / from the date of handing over the premises whichever is earlier.

**Defects Liability Period:** 12 months from date of completion of work.

Tenders submitted without Tender Fee/Earnest Money Deposit by way of Demand Draft / Pay Order will not be considered. Incomplete Tender and any correction in the tender by the Contractor will disqualify the Tenderer. All the tender sheets should be signed and sealed by the Tenderer or else the tender will be disqualified.

Contractor's representative can be present during the Tender opening. All prospective tenderers are requested to inspect the site during working hours of the COMPANY and get all the necessary clarification with regard to this Tender from the Architect (**M/s. MANASARA CONSULTANTS**) before quoting. Incomplete Tenders will be rejected after scrutiny of the Tender by the Architect.

No variation what so ever from the specification of materials will be entertained without written permission from UNITED INDIA INSURANCE CO. LTD.

The COMPANY reserve the right to reject any or all the tenders without assigning any reason whatsoever.

For further information and prequalification criteria and down loading the tender documents please refer to the Tender Notice on COMPANY's website [www.uiic.co.in](http://www.uiic.co.in)

**DEPUTY GENERAL MANAGER  
UNITED INDIA INSURANCE COMPANY LTD  
Regional Office, "SHARANYA", Hospital Road, KOCHI – 682 011.**

**Dated: 08.02.2017**

**Contact Person : Mr.Thomas G. Padicala, Manager, Estates & Admn. Dept., Regional Office, Ernakulam. Phone : 0484-2360936, Mob:9446376518.**

SECTION 2

**FORM OF TENDER**

To  
The Deputy General Manager  
**UNITED INDIA INSURANCE COMPANY LTD**  
**Regional Office,**  
**“SHARANYA”, Hospital Road,**  
**KOCHI – 682 011.**

Dear Sir/s,

**Ref : Interior & Electrical works of United India Insurance Co. Ltd, BRANCH OFFICE, KALPETTA.**

Having examined the plans, Specifications and Schedule of Quantities prepared by your Architect, and satisfying ourselves as to the location of the site and working conditions, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.

I/We herewith deposit **Rs.....(Rupees.....**  
**.....only)**  
by Demand Draft or Banker’s Cheque drawn in favour of UNITED INDIA INSURANCE COMPANY LTD, as Earnest Money Deposit for the execution of the works at my/our tendered rates together with any variations should the work be awarded to me /us. In the event of this Tender being accepted, I/we agree to enter into and execute the necessary Contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of **Rs.....(Rupees.....**  
**.....only)**  
in the event of our refusal or delay in signing the Contract Agreement. I/we agree to pay Sales Tax, Works Contract Tax, Excise Tax, Octroi, VAT, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are leviable and the rates quoted by me/us are inclusive of the same.

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. I/we further understand that United India Insurance Company Ltd may award Contracts for Interior/electrical to more than one Contractors and that I/we shall make no claims whatsoever if United India Insurance Company Ltd accepts only a part of my/our tender. We unconditionally agree to United India Insurance Company Ltd preconditions as stipulated in the Tender Documents.

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I/We agree that in case of my/our failure to execute work in accordance with the Specifications and instructions received from the Employer or the Architect/Consultants appointed by the Company, during the course of the work, Company reserves the right to terminate my Contract and forfeit the Earnest Money Deposit paid by me in additions to recovery of all the dues to the Company from the payment receivable by me. Further I may also be barred from tendering in future for the Company and its subsidiaries.

I/We enclose the Price Bid (Financial Bid) separately in Envelop no. 2 ensuring that the Earnest Money Demand Draft is not in the Financial Bid. Any Commercial disclosure in the Envelope no. 1 and/or 2 will disqualify me/us without any further scrutiny.

I/We understand that, incase of work order being allotted, I/We will deposit Initial Security Deposit, excluding Earnest Money Deposit (EMD) already paid.

Yours truly,

Signature of the Tenderer

Place:

Date

*Sign and Seal of the Contractor*

SECTION – 3

(INSTRUCTION TO TENDERERS)

- 2.1. TENDERERS ARE EXPECTED TO VISIT THE SITE BEFORE QUOTING THE RATES AND SHOULD SATISFY THEMSELVES AS TO THE NATURE AND CONDITIONS OF THE WORK AND FACILITIES AVAILABLE ETC.
- 2.2. The tenderers are required to examine the enclosed general plan and tender form and conditions mentioned in the -Tender.
- 2.3. The Tenderer should quote the rates in figures and in words. The amount for each item should be worked out and the requisite totals shall be given. The total amount shall be written both in figures and in words.
- 2.4. The rates quoted in this Tender shall be measured finished **works and shall include charges including cost of materials, transportation, labour, freight charges, and all the Taxes etc. complete.**
- 2.5. No additional clauses, alterations in Specifications by the Tenderer will be accepted. If done the Tenderer is disqualified.
- 2.6. The successful Tenderer shall execute an agreement with the UNITED INDIA INSURANCE CO. LTD., a specimen of which is given in this tender document. EMD is refunded to the Tenderer after the issue of the Certificate of Completion of work by the Architect.
- 2.7. The work is to be completed within 30 days from the date of signing the agreement with the COMPANY
- 2.8. The successful Tenderer shall give all necessary personal attention to the work during the progress of work and also until the expiry date of "Defects Liability Period" which is 12 months.
- 2.9. The Employer or Architect reserves the right to reject any portion of work or materials which is found unsatisfactory and not up to the standard.
- 2.10. A retention amount of **10%** will be retained from each running bill and Final Bill. The amount shall be repaid to the successful Tenderer, after 12 months from the date of completion of the work duly certified by the Company/ Architects.



- 2.11. TDS as per applicable rates shall be deducted from each running bill.
- 2.12. The rates quoted shall be inclusive of all taxes, VAT etc. income tax will be retained from each running bill
- 2.13. The successful Tenderer shall have to pay a sum of Rs.1000.00 (Rupees one thousand only ) per day of delay of work as liquidity damages for first seven days and thereafter at Rs.2000 per day for the remaining period till completion of the work.

**DETAILS OF THE CONTRACTOR**

Name of the firm/company	:	
Postal address with pin code	:	
Email Address	:	
Telephone no. office 1	:	
Telephone No. office 2	:	
Fax no.	:	
Mobile number	:	
Contact person	:	
Year of establishment	:	
Status of the firm	:	Proprietorship/ Partnership/ Pvt.Ltd/ Ltd company
Registration No	:	
Name of Proprietor/ Partners/ Directors	:	
PAN NO	:	
CST NO.	:	
GST NO.	:	
Name of Bankers	:	
Copy of Balance Sheet for last three years	:	Enclosed/Not enclosed
Date and amount of Current Solvency Certificate	:	
Issued by: Bank's name	:	
Amount	:	
EMD amount DD NO.and date and bank's name	:	

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Tender fee	:							
DD No. and date and bank's name	:							
<b><u>Qualifying criteria</u></b>								
No. of works and value of work as per norms for qualifying criteria mentioned during last 5 years	:	Please give details mentioned in documents given for qualifying purposes						
		<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;"></th> <th style="width: 15%; text-align: center;">No. of works</th> <th style="width: 15%; text-align: center;">Amount in lacs</th> </tr> </thead> <tbody> <tr> <td style="height: 150px;"></td> <td></td> <td></td> </tr> </tbody> </table>		No. of works	Amount in lacs			
	No. of works	Amount in lacs						
Name and address of contact person for verification of work done in the past with telephone number	:							
List of Technical and other staff working for the Organisation	:							
Any other relevant details	:							

SIGNATURE OF AUTHORISED PERSON  
NAME  
DATE

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**APPENDIX**

**UNITED INDIA INSURANCE COMPANY LTD**

- 1) Name of work : Interior & Electrical Works of  
United India Insurance Co. Ltd.  
**BRANCH OFFICE, KALPETTA. .**
- 2) Defects Liability Period : 12 (Twelve) Months
- 3) Period of Final Measurements : within One Month from completion of work
- 4) a. Date of Commencement : From the date of issuing Work Order  
b. Time of completion : 30 days from the date of Work Order
- 5) Liquidated damage :Refer Clause no: 2.13, in Instruction to  
Tenderers under Section – 3 of the Pre-  
qualification cum Tender document.
- 6) Earnest Money Deposit : Rs.10,000/- (Interior & Electrical)  
By DD/ BC favouring  
**United India Insurance Co. Ltd,**  
(Regional Office, “SHARANYA”,  
Hospital Road,  
KOCHI – 682 011.)
- 7) Retention Money : 10% of the Contract value including Initial  
Security Deposit .
- 8) Mobilisation Advance : Nil
- 9) Value of Work for interim payment : Rs.2,00,000 minimum
- 10) Period of honouring bills  
a) Interim : 15 days from the date of receipt of Architects  
Certificates.  
b) Final : Six weeks from the date of receipt of Final  
Certificate from the Architect
11. Rate of Interest for delayed payment : Nil
12. Contractors All Risk Insurance Policy : Full Contract Amount
13. Cost of Tender Documents : Rs.1000/- by DD favouring **M/s Manasara  
Consultants**, - payable at Ernakulam.

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## SECTION – 4

### **A: GENERAL CONDITONS**

#### 1. DEFINITIONS

- a) THE EMPLOYER shall mean The Deputy General Manager, UNITED INDIA INSURANCE CO. LTD., REGIONAL OFFICE, "SHARANYA", HOSPITAL ROAD, KOCHI – 682 011
- b) THE CONTRACT means the notice inviting the Tender, the Tenderer's acceptance thereof and the formal agreement executed between The Deputy General Manager, UNITED INDIA INSURANCE CO. LTD., Regional Office, "SHARANYA", Hospital Road, Ernakulam and the Contractor together with the documents referred to herein including these conditions with appendices and any Special Conditions, the Detailed Specifications and Design Working Drawing. All these documents taken together shall be deemed to form one Contract and shall compliment to one another.
- c) THE CONTRACTOR shall mean the Individual, Firm or a Company whether incorporated or not, undertaking the works and shall include legal representative of such individual or persons composing such firms or successors of such firm or Company as a case may be and permitted assigns of such individual of firm or Company.
- d) THE SITE shall mean the site of Contract work allotted by the Employer for the Contractor's use.
- e) THE WORK shall mean the work to be executed in accordance with the Contract and shall include all extra or additional, altered or substitute works as required for performance of the Contract.
- f) THE ARCHITECT shall mean the consultant appointed by The Deputy General Manager, Regional Office, "SHARANYA", Hospital Road, Ernakulam, KOCHI-682011 who shall direct & supervise and be in charge of the work, In this Tender **M/s.MANASARA CONSULTANTS, 37/3744, SREEVALSAM, PONOTH ROAD, KALOOR, KOCHI-682 017; is the approved Architect.**

NOTE: The Employer and the Architect as mentioned in the agreement and shall include their legal representative, assigners or successors. They are treated throughout the Contract document as if each were of the singular number.

#### 2. SCOPE OF CONTRACT:

The Contractor shall carry out and complete the works in every respect in accordance with this Contract and in accordance with the directions and to the satisfaction of the Employer. The Employer may in his absolute discretion from time to time issue further drawings or

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written instructions, details, directions & explanations which are hereafter collectively referred to as "Employer's Instructions"

**3. DRAWINGS & SPECIFICATIONS:**

One complete set of drawings & Specifications shall be furnished by the Employer to the Contractor, and the Employer shall furnish within such time he may consider reasonable, one copy of any additional drawings which in his option may be necessary for the execution of any part of the work. Such copies shall be kept on the work site and the Employer and his representatives shall at all reasonable time have access to the same. This Contract and signed drawings and Specifications shall remain in the custody of the Employer and shall be produced as and when required by the Contractor.

**4. THE CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The Contractor should provide all the items necessary for the proper execution of work according to the Specifications given. There should not be any discrepancy therein. In all drawings, figured dimensions shall be read of and followed in preference to scaling off. The Employer shall not charge the Contractor for his own unrented space or for electricity. The Contractor shall supply, fix and maintain at his own cost, all the necessary facility including lighting by night as well as day for the proper execution of work.

**5. MATERIALS & WORKMANSHIP**

All materials and workmanship for the work should be in accordance with the Specifications and Employer's instructions. The Contractor shall at his own cost arrange for and carry out any test of materials which the Employer may require.

**6. CONTRACTOR'S SUPERVISION:**

The Contractor should employ a competent, qualified person approved by the Employer until the expiration of the Defects Liability Period.

**7. REMOVAL OF WORKMEN:**

The Contractor shall on request of the Employer remove from work any person who may in the opinion of the Employer be unsuitable or incompetent.

**8. ACCESS FOR EMPLOYER TO SITE :**

The Employer and his representative shall at all reasonable time have free access to the site and to the factory's and for places where materials are prepared or constructed.

**9. ASSIGNMENT AND SUBLETTING:**

The entire work in the Contract (except electrical if necessary –under intimation to the Employer) shall be executed by the Bidder and shall not transfer, assign or underlet the Contract to any partner without the written consent of the Employer.

**10. REMOVAL OF IMPROPER WORK:**

The Employer shall, during the progress of work have power to order in writing the removal of work or material which is not in accordance with the Specifications and instructions given.

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In case of default on part of the Contractor, the Employer shall have the power and employ and pay the other person to carry out the same and all expenses incurred by the Employer shall be borne by the Contractor or deducted from the Contractor's amount. The Employer shall have the right to remove or change the items as mentioned in the Schedule of Quantity.

11. DEFECTS LIABILITY:

All the defects due to materials or workmanship should be rectified by the Contractor immediately at his own cost for a period of 12 months after successful completion of the work.

12. MODE OF PAYMENT:

Payment shall be made to the Contractor after certification by the Architect. Interim bills based on the completion of work shall be raised every fortnight. 10 % will be retained from each bill as Retention Money and will be paid after the Period of Defects Liability of 12 months after completion of work.

13. FINAL BILL::

The Final Bill: by the Contractor should be submitted within 20 days of virtual completion of work. No further claims shall be made by the Contractor after the submission of Final Bill:. The Earnest Money Deposit shall be paid after the Defects Liability Period.

14. PENALTY FOR TIME DELAY FOR COMPLETION

**An amount of Rs.1000/- per day be deducted for every additional day from the Contract value for first seven days and thereafter at Rs.2000/- per day for the remaining period till completion of the work.** If the delay occurs due to a reason beyond his control, the Contractor should immediately apply for an extension to the Employer. A limited extension of time may be given by the Employer in writing after getting the opinion of the Architect. Beyond that period the COMPANY reserves the right to get the work executed by any other party and claim the cost from the Contractor.

**B : CONDITIONS OF CONTRACT**

1. Sealed tender with Schedule of Quantities, will be received by The Deputy General Manager, United India Insurance Company Ltd., Regional Office, "SHARANYA", Hospital Road, Ernakulam, KOCHI – 682 011. The financial bids of only those Contractors who qualify technically shall be opened and considered.
2. The priced Schedule of Quantities, and all the papers with the completed form of tender, conditions of Contract, technical Specifications and tender drawings fully signed on every page should be sent in the manner described above both superscribed "**Tender for Interior & Electrical works of United India Insurance Co.Ltd., BRANCH OFFICE, KALPETTA**" and addressed to The Deputy General Manager, United India Insurance Co. Ltd., "SHARANYA", Hospital Road, Ernakulam. KOCHI – 682011. Phone : 0484-2360936, 2371259.

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3. The Tender is to be submitted in two separate sealed covers marked Envelope No 1 (Technical Bid) & Envelope No.2 (Financial Bid), Both the envelopes shall be submitted in another Sealed Envelope
4. (i). There should be no reference in any paper in Envelope -1, to the rates or amount quoted by the Tenderer in the Tender.  
  
(ii). No deviation from the Tender are acceptable, Envelope - II, shall contain the Priced Tender Documents (Financial Bid) only.
5. (i). The Financial Bids of only those Contractors who qualify technically shall be opened and considered. Tenderers could depute one person only for the Tender opening who is duly authorised to negotiate on his behalf and he should produce an authorisation letter signed by a responsible officer of the Tenderer's office.  
  
(ii). The time and date of opening of Cover II containing the tender documents will be intimated to the tenderers by email, after opening of Cover I.
6. Schedule of Quantities in respect of each work and a specification accompany this Tender Notice. The tenderers must use only the form issued by the Architects to fill in the rate. The Bills of Quantities are liable to alterations by omission, deduction or addition at the discretion of the Architects. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled up in order to show the aggregate value of the entire Tender.
7. In the event of the Tender being submitted by a Partnership firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so; such power of attorney shall be produced with the tender and it must disclose that the firm is registered under the Indian Partnership Act and a copy of the Partnership Deed should be attached.

In the case of Proprietary concern, the Sole Proprietor should sign.

In the case of Limited Co., the Managing Director or any other Director authorized to sign, with name and address and designations of all Directors and seal of the Company supported by a resolution of the Company.

Each and every signature given shall be separately witnessed.

A Contractor or Contractors who himself/themselves has/have tendered or who may tender for the same work shall not witness the Tender of another person for the work. Failure to observe this condition would render tenders of the Contractors tendering as well as witnessing the tenders liable for summary rejection. The decision of the Employer shall be final and conclusive.



8. The tenderer must quote his rates only on the proper form of the Tender, both in figures and words and both in decimal coinage in the respective spaces provided therefore. If the rates are not quoted in words also, the tender is liable to rejection.

Special care is to be taken to write the rates in figures and words in ink in such a way that no interpolation is possible. Erasures and alterations must be avoided, but if errors are made unavoidably while pricing the Bills of Quantities, the wrong figures and words must be neatly scored out under the initials of the tenderer and the correct figures and words neatly rewritten but not over written. Overwriting is not permitted and may entail rejection of the tender.

No allowance shall be claimed by or made to the Contractor whose tender may be accepted, for any errors on rates of whatever description that may be discovered after his tender has been sent in.

9. In the case of figures, the word "Rs." should be written before the figures, e.g. Rs.2.15P; in the case of words the word "Rupees" should similarly precede and the words "Paise only" should be written at the end, closely following each rate and each amount. The word "only" should not be written in the next line unless the rate quoted is in whole rupees closely followed by the word "only", the amount should invariably be upto to two decimal places.
10. Errors in the Bills of Quantities shall be dealt with in the following manner:

If on check there are differences between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed:

- a. When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the Contractor, shall be taken as correct.
  - b. When the Contractor does not work out the amount of an item or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractors in words shall be taken as correct.
  - c. When the rate quoted by the Contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
11. Special attention of the tenderers is drawn to the alternative items in the Bills of Quantities; the rates for these alternative items shall be duly filled in red ink and the tenderers are hereby informed that tenders will not be considered, unless the alternative

rates are given for these items. Architects/Employers reserve to themselves the right to adopt any of the alternative items either in scrutinizing or deciding upon the tenders or later when the works are being executed.

In the case of electrical installations the tenderers shall in submitting the tender take due note of the provisions for rebate/recovery, if any stipulated in the Bills of Quantities towards conduits already laid in by other agencies.

12. The calculations made by tenderers should be based upon the probable quantities of the several items of work which are furnished for the tenderers' convenience in the Bills of Quantities but it must be clearly understood that the Contract is not a Lump Sum Contract that neither the probable quantities nor the value of the individual items nor aggregate value of the entire tender will form part of the Contract and the Architects do not in any way assure the tenderers or guarantee that the said Bills of Quantities are correct or that the work would correspond thereto.

The drawings, Specifications and the Bills of Quantities, forming parts of the Contract, are explanatory of and are complementary to one another, representing together the works/installations to be carried out. If neither the drawings nor the Specifications nor the accepted Bills of Quantities include any part/parts the intention to include which is nevertheless clearly to be inferred and which are obviously necessary for the proper completion of the works/installations all such parts shall be supplied and executed by the Contractors at no extra charge. Anything contained in one or another of (a) the drawings (b) the Specifications and (c) the accepted Bills of Quantities and not found in the others will be equally binding as if contained in each of item.

13. No alterations which are made by the tenderer in the drawings, Specifications or probable quantities accompanying the notice will be recognised, and if any such alterations are made the tender is likely to be invalidated. Remarks and explanations should be set out in a covering letter and will become binding only if specifically accepted in writing by the Employer at the time of acceptance of the tender.
14. Before filling the form of Tender, Bills of Quantities and Schedules and making out his tender, the tenderer is required to inspect the site, examine carefully the drawing, Specifications and Agreement Form and Schedule of Conditions of Contract, as all clauses therein contained are intended to be strictly enforced and the tenderer must include in his tender for all the provisions therein contained and for all contingencies which may arise. In particular, special attention is drawn to the clauses mentioned in the Appendix.

Inspection of Site : The tenderer shall also inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as practicable) the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general

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shall himself obtain all necessary information as to rights contingencies and other circumstances which may influence or affect his tender and the Employer makes no assurance or representation to the tenderer in this behalf.

15. Mobilisation advance, if requested by the Contractor at the time of submission of the tender and paid by the Employer will be limited to 5% of Contract value and will carry an interest of 18% p.a. The advance is payable only against a Bank Guarantee from a Nationalised Bank for the equal amount and will be recovered pro-rata from the second running bill. (See Appendix).
16. All works shall be measured net as finished and the rates quoted by the Contractors shall include for all cuttings, waste, breakages, etc. Tenderer must include in their rates, Sales Tax, Excise duty, Octroi and other tax and duty levied by the Central Government or any State Government or Local Authority, if applicable. The rates quoted shall be firm till the completion of the entire work and no variation of rates will be entertained.

The various statutory tax deductions implemented by the State and Central Government from time to time shall also be affected in the respective running bills.

17. Electricity consumption charges as per the K.S.E.B. tariff should be borne by the Contractor. It is the responsibility of the Contractor to obtain electricity supply to the site for construction purposes. However the Employer will assist by signing the application forms. Deposit Amount should be paid by the Contractor, not by Employer.

The Employer shall reimburse the deposit amount on completion of the work and the Contractor shall arrange for transfer of the deposit amount in favour of the Employer.

18. The Tenderer whose tender is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted excepting in pursuance of any specific provision in the Contract for such and then only in terms of that specific provision or to make any representation on the ground that he was supplied with any information or given any promise or guarantee of any sort, by the Employer his agents and servants, the Architects or their representatives or any other persons, unless such information, promise or guarantee is furnished to the tenderer in advance of the date of receipt of tenders and in writing under proper authority.
19. The tenderer shall furnish the following details while submitting his tender:
  - a. The makes and types of fittings, materials, subject to the makes and types stipulated in the Specifications, which he proposes to use in the work.
  - b. The details of licenses granted to him and or/to professionally qualified and or/licensed technical personnel on his staff who will be engaged on the work site (and submit, if called for, the licenses for inspection by the Architects.)

20. The rates quoted in the Bills of Quantities shall, unless specified otherwise, be deemed to be for finished work insitu, item by item as provided for, and shall include a cost for all necessary materials and labour, all necessary incidental charges for such as water, electricity, tools, plant and machinery, sheds, aligning and marking out, clearing site etc., access roads, and for all taxes. octroi, excise and any other tax or duty levied by Government, Central or Local or Local Authority, if and as applicable and all insurances as provided for in the Conditions of Contract till the work is completed in all respects according to the true meaning and intent of the Contract and delivered up.

The rates shall be firm and not be subject to any variations in exchange rates, in taxes, duties, etc., in railway freight and the like, labour rates, etc. The rates are not subject to escalation otherwise than as specifically provided for in the Contract.

21. The Contractor shall maintain a proper account of quantity of materials purchased like, Conduit Pipes, Wires, Cables, Switches, Panel/Distribution boards MCB etc., as directed by Employer/Architect and brought to the site of work and that utilised in the work and he shall also maintain any other accounts and vouchers, receipts etc., in the manner as may be required by the Employer/Architect. He shall also allow inspection of all these accounts, records and also of stocks in hand by the authorized representatives of the Employer/Architects.
22. The tenders submitted shall remain open for acceptance for a period of 90 days from the date of their opening. Should any tenderer withdraw his tender before the expiry of the said period or makes any modifications to his tender which are not acceptable to the Employer (Company) the tender will be treated as having been rejected or abandoned and EMD forfeited.
23. The Employer does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all of the tenders received without assignment of a reason thereof. Further, the Employer reserves the right to award any component of the project or group of components different to tenderers or to award the entire work to one tenderer.
24. The Architects/Employer further reserve the right to delete or reduce any item or section of the Bills of Quantities without assigning any reason whatsoever thereof and no claim will be entertained in this regard.
25. The tenderer whose tender is accepted is bound to execute a formal agreement with the Employer in accordance with the draft agreement, which will include the notice inviting tender. If any, the drawings and Specifications, but his liability under the Contract shall commence from the date of acceptance letter is issued to the Contractor or the day on which Contractor is instructed to take possession of the site whichever is earlier, whether the formal agreement is drawn or not. The Contractor shall bear all expenses in connection with the execution of the said agreement including fees for stamping and registration of documents as required.

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**26. TOTAL SECURITY DEPOSIT:**

Total Security Deposit shall comprise of

- a. Earnest Money Deposit
- b. Initial Security Deposit
- c. Retention Money

*a) EARNEST MONEY DEPOSIT:*

Earnest Money Deposit is calculated at the rate of 1% of the estimated cost of work subject to a ceiling of Rs. 10,000.

The EMD is accepted in demand draft or pay order only and not in the form of Bank Guarantee. No interest is payable on Earnest Money Deposit.

*b) INITIAL SECURITY DEPOSIT:*

The amount of Initial Security Deposit shall be 2% of the accepted value of the tender including the Earnest Money Deposit.

The initial security deposit is to be paid by the Contractor to the Company within 14 (fourteen) days of intimation to him of the acceptance of his tender (No interest is payable on the above Security Deposit) by means of Demand Draft or Pay Order.

*c) RETENTION MONEY:*

The retention percentage (i.e., deduction from interim bill) shall be 10% of the gross value of each interim bill sanctioned for payment by the Employer. The maximum amount of retention money shall be the balance amount of the Total Security Deposit.

The retention amount is refunded to the Contractor 14 (fourteen) days after the end of Defects Liability Period (12 months) provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the Contract. No interest is allowed on retention money.

27. All compensation or other sums of money payable by the Contractor to the Employer under the terms of Contract may be deducted from his Earnest Money or/and the Security Deposit if the amount so permits and the Contractor shall unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

28. The successful tenderer, within two weeks of award of the work to him shall submit to the Architects an illustrative and suitably coloured work-time chart, in the form of bars or other effective means, showing the item wise/location wise/floor wise progress which he (the Contractor) intends to make to enable him to conveniently and practicably complete the work in all respects within the agreed time as per the Contract. The chart will be scrutinised and approved by the Architects with suitable modifications, as and if necessary, and the approved chart will then form part of the agreement, being the basis for assessment of progress under the relevant conditions of Contract.

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The chart may from time to time during the progress of the work be reviewed and modified with the approval of the Architects keeping in view the agreed date of completion.

29. The work is to be carried out generally in accordance with I.E. Rules and Regulation, the Local P.W.D. or C.P.W.D. Specifications as the case may be and the I.S.S. in addition to the Architects' Specifications, if any, forming part of the Tender Documents.
30. Electrical Installation shall comply in all respect with the requirements of the Indian Electricity Act 1916 as amended from time to time and the Indian Electricity Rules currently in force.
31. The materials to be used in electrical installations shall be of approved make and shall conform generally to the relevant Indian Standard Specifications.
32. The Contractor shall go through all necessary formalities including preparation of drawings, applications, etc. and follow up with the concerned authorities, to obtain the approval of the C.E.I.G./C.E.A. or other appropriate State / Central authority to the electrical installations if and where necessary and the service connection to the installation as quickly as possible.
33. On completion of the work, the Contractor shall furnish three sets of wiring diagrams and conduit layout as executed in the installation. He shall also furnish a Test Certificate and Guarantee in the standard form as prescribed by the Employer.
34. The Contractor, upon the award of Contract, shall furnish all the particulars required and make the necessary application if any to the local Municipal authorities for obtaining water supply and underground sewage connections. Any fee or charges paid by him on behalf of the clients will be reimbursed to him on the production of relevant vouchers.
35. In the case of any class of work for which there is no specification in the said I.E. Rules and Regulations or Local P.W.D. Specifications, the said Highways Manuals/Specifications, the said regulations and rules, CPWD Specifications and the I.S.S. or in the said Architects' Specifications forming part of the tender documents or in case there is a variation, such work shall be carried out in all respects in accordance with the instructions and requirements of the Architects.
36. The work shall be carried out under the directions and supervision of the officials of the Employer and Architects and subject to the approval in all respects by the Employer and Architects.
37. On acceptance of the Tender, the Contractor shall in writing and at once inform the Employer and the Architects the names of his accredited representative (Specifications) who will be responsible to take instructions from the Architects/Employer.

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39. The work or any part of it shall not be transferred, assigned or sublet without the written consent of the Employer. The Contractor shall be required to cooperate and work in Contract-ordination with and afford reasonable facilities for such other agencies/specialists as may be employed by the Architects / Employer on other works/sub-works in connection with the projects/scheme of which this work forms part.
40. The Contractor will be required to insure by CAR policy the work and keep it insured until one month after the date of taking over the works/installations by the Employer or otherwise in terms of the Contract against loss or damage by fire and other usual risks other than the risks excepted in terms of the Contract with any Public Sector Insurance Company.
41. In carrying out the work the Contractor shall comply with the provisions of the Safety Code, annexed to these papers. The Tenderer shall comply with all provisions of laws including Employees Compensation Act, Contract Labour (Regulation & Arbitration) Act etc. If the Employer is made liable to pay any sum of money or incur any liability as a consequence of no performance or omission or commission on the part of the Contractor, the Employer is entitled to recover the same from the Contractor or adjust against any money due to the Contractor.

**SPECIAL NOTE:** If there is any discrepancy between the conditions mentioned above plus Conditions of Contract, Special Conditions enclosed and the conditions mentioned in the United India Insurance Co. Ltd. Manual (available with Estates & Admin Department) the latter shall prevail.

Signature of Contractor:  
Address:  
Date:

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# **UNITED INDIA INSURANCE CO. LTD.**

## **ELECTRICAL INSTALLATION WORK SPECIFICATION**

### **1. SCOPE**

The scope of work covers supply, manufacture, installation, testing and commissioning of the Electrical Installation work at United India Insurance Co. Ltd., **BRANCH OFFICE, KALPETTA**, in accordance with the drawings, Specifications etc. under the direction and to the satisfaction of Architects and Employer.

### **2. RULES AND REGULATIONS**

The installation shall be carried out in accordance with the Indian Electricity Rules 1956 as amended up to date and as required by Electrical Inspectorate local Electrical Authorities and as specified in the National Electrical Code. The electrical installation shall be carried out only by authorized and qualified persons competent to undertake such work.

### **3. APPROVAL**

Necessary approval shall be obtained from the Electrical Authorities before commissioning. It shall be the responsibility of the successful tenderer to prepare necessary documentation, apply, follow up and obtain approval from Electrical Inspectorate, local Electrical Authorities and any other competent authorities for all electrical designs, manufacture, erection of materials and equipments used. The approval shall be obtained both for the drawing stage and on completion of installation, which shall be obtained within the overall completion period stipulated in the tender documents. The statutory fees payable to the Electrical Inspectorate will be paid by the Employer.

### **4. QUOTED RATES**

The rates quoted shall be firm till completion of the work. No variation of rates will be allowed due to increase in cost of materials, labour, transport, taxes, octroi, or any other reason whatsoever. The rates shall include all taxes. The rate shall be indicated net. The rates shall include Excise Duty, Sales tax on Works Contract Tax etc.

### **5. CIVIL WORKS**

The rates shall include all civil works/repairs to civil works and fabrication required for the work. Nothing extra will be paid for these works.

### **6. PAINTING:**

All steel work shall undergo a process of degreasing, pickling in acid, cold rinsing, phosphating, passivating using sever tank process and then powder coated or sprayed with two coats of a high corrosion resistant primer each coat preferably of different colour. The primer shall be baked in an oven. The finishing treatment shall be by application of two coats synthetic enamel parts of approved paint thickness shall be 100 to 125 microns.

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7. FABRICATION:

The panels shall be fabricated at such work shops where the following facilities are available.

- a) Sand blasting
- b) Pretreatment (Seven tank process)
- c) Spray booth for painting / Powder coating
- d) Heating over for all sizes of panels
- e) Heat shrinking of PVC sleeves covered over busbars, etc.

SIGNATURE(S) OF CONTRACTOR(S)

DATE:

Affix Special  
Adhesive  
Stamp for  
the Value of  
Rs.10/-

**AGREEMENT WITH THE CONTRACTOR**

Articles of Agreement made this ..... day of .....20..... between  
The Deputy General Manager, Regional Office, United India Insurance Co. Ltd.,  
"SHARANYA", Hospital Road, Ernakulam, KOCHI – 682011, having its Registered and Head  
Office at 24, Whites Road, Chennai-600014; (hereinafter called "the Employer") of the one  
part and

.....  
.....(whose registered office is situated  
at).....  
.....  
.....  
.....  
.....  
.....  
(here in after called "the Contractor") of the their part.

(A) WHEREAS the Employer is desirous of.....  
.....  
.....  
.....  
.....  
.....  
.....

and has caused Drawings, Specifications and Schedule of Quantities and Tender Documents showing and describing the work to be done, to be prepared by/ under the direction of his/ their Architects AND

(B) WHEREAS the Tender Notice, Conditions of Contract, and Special Conditions Specifications, Drawings, the Schedule of Quantities and accepted correspondence (hereinafter referred to as "the Contact Documents") have been signed by or on behalf of the parties hereto.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned, the Contractor, will upon and subject to the conditions annexed hereto execute and complete the works shown upon the said Drawings and described by or referred to, in the said Schedule of Quantities, Conditions and Specifications.
  
2. The Employer will pay to the Contractor the sum of Rs.....  
.....  
.....  
.....Rupees.....  
.....  
.....  
(Here in after referred to as "the Contract Sum") or such other sum as shall become payable hereunder.
  
3. The term "the Architects" in the said conditions shall mean the said M/s. Manasara Consultants, Kaloor, Kerala or in the event of their ceasing to be the Architects for the purpose of this Contract, such other person as shall be nominated in writing for this purpose by the Employer, not being a person in the said Conditions. Provided always that no person subsequently appointed to be Architect under this Contract shall be entitled to disregard or overrule any decision or direction given or expressed by the Architect for the time being.
  
4. The "Contract Document" as referred to in clause 'B' above shall be read and constrained as forming part of this agreement and the parties hereto shall be read and constrained as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the agreement on their parts respectively contained in such conditions.
  
5. The Employer and the Contractors bind themselves, their partners, successors in interest, executor's, administrators and assigns if any to the other party to this agreement and to the partners, successors in interest, executor's administrators and assigns of such other party in respect of all covenants of this agreement.
  
6. The Contractor shall not assign, sublet or transfer his/their Interest in this agreement without the written consent of the Architects.
  
7. All disputes arising out of the Contract shall be decided as set out in clause 39 and 41 of the Conditions of Contract.

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In Witness whereof the parties here to have here unto set their hands the day and year first above written.

Signed sealed and delivered  
by the said

.....  
.....

In the presence of.....

Name.....

Address.....  
.....

Designation.....

Signed sealed and delivered  
by the said

.....

In the presence of.....

Name.....

Address.....  
.....

Designation.....

1. INTERPRETATION CLAUSES:

- a. In constructing these Conditions, the Specifications, Schedule of Quantities and Contract agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.
- b. Headings and marginal notes to the Conditions of Contract shall not be deemed to form thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.
- c. Where the context so require
  - (i) Words importing persons include firms and corporations and
  - (ii) Words importing the singular only also include the plural and vice versa.
- d. Employer shall mean The Deputy General Manager, United India Insurance Company Ltd., Regional Office, "SHARANYA", Hospital Road, KOCHI - 682011.
- e. Architects (Architect) shall mean M/s. Manasara Consultants.
- f. For the purposes of this Contract such other person or persons as shall be nominated for the purpose by the Employer subject to such qualifying provisions as may be agreed upon.
- g. Contractor shall mean .....  
and include his/their legal representatives, executors, administrators, permitted assigns or successors and assigns as the case may be.
- h. Site shall mean the land and/or other places on, into or through which work is to be executed under the Contract or any adjacent land, path or street through which may be allotted for use for the purpose of carrying out the Contract.
- i. The Contract or this Contract shall mean the tender documents comprising the Notice inviting tenders, Form of Tender, the Tender Conditions, the Drawings, and Priced Bills of Quantities, the acceptance thereof, and the Articles of Agreement, together with the Conditions of Contract with its appendix and special conditions, if any, the Specifications, designs all drawings and instructions issued from time to time by the Architects and the Employer and their respective consultants and all these documents taken together are derived to form one Contract and shall be complementary to one another.

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j. P.M.C. shall mean Project Management Consultant, engaged by the Employer for construction management of all post tender activities and also working under overall direction of Architects, for technical matters only.

k. CTE's Examination shall mean examination by The Chief Technical Examiner.

The work during its progress can also be inspected by the Chief Technical Examiner/Technical Examiner in the Central Vigilance Commission of the Government of India or by an officer of the Vigilance Cell in the Employer's organisation on behalf of the Employer/Architect.

l. Bills of Quantities variously also termed 'Priced Bills of Quantities', 'Schedule of Quantities', 'Schedule of Rates' shall mean the Schedule of Quantities originally furnished with the notice inviting tender, duly priced in by the tenderer and accepted by the Employer for inclusion as a part of the Contract for determining the consideration payable to the Contractor for executing the work and as part of the Contract Agreement it is also referred to as the Contract Schedule.

m. Notice in writing or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or to the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

n. Net prices if in arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor, the total amount of any prime cost of items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the Contract or accounts shall be held to mean rates or prices so arrived at.

o. Provisional items shall mean items for which only very approximate quantities have been included in the tender documents.

a. **Scope of Contract:** - The Contractor shall carry out and complete the works in accordance with this Contract in every respect and in accordance with the directions of the Architects and Employer and to their satisfaction. If the Contractor finds any discrepancy in or divergence between the Contract drawings and/or Bills of Quantities, he shall immediately refer the same in writing to the Architects and specifically apply for any instructions that may be necessary before proceeding with the work. The Architects may in their absolute

discretion and from time to time, issue further drawings, details, and/or written instructions, directions and explanations (all of which are in these conditions collectively referred to as "Architects Instructions") in regard to the following :-

1. The variation or modification of the design, quality or quantity of the works or the addition or omission, alteration, substitution or any work.
2. Discrepancy, if any, in or divergence between the Contract Drawings and/or Bills of Quantities and/or Specifications.
3. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials therefore.
4. The removal and/or re-execution of any works executed by the Contractors.
5. The dismissal from the works of any persons employed in connection with the works whether directly working under the Contractor or under any person appointed or working under his authority.
6. The opening up for inspection of any work covered up.
7. The amending and making good of any defects under clause 20.
8. And such other instructions as may be given by the Architects as may be required according to the contingency during the performance of the Contract.

If any verbal instructions, directions or explanations involving a variation are given to the Contractor or his Site Engineer upon the works by the Architects or by the Clerk of Works, such instructions, directions or explanations shall be confirmed in writing by the Contractor to the Architects within seven days, and thereafter if not dissented from in writing by the Architects to the Contractor within further seven days shall be deemed to be Architects' instructions. The Contractor shall forthwith comply with all the instructions of Architects. If compliance with Architects' instructions involves any Variation, such variation, shall be dealt with under clause 13 of these conditions and the value thereof shall be added to or deducted from the amount that becomes payable to the Contractor. Such instructions shall be entered by the Contractors in the site order book as provided in clause 2 (q) hereunder.

If compliance with Architects' Instructions involves the Contractor in loss or expense beyond that provided for in or reasonably contemplated by this Contract, then unless such instructions were necessitated by reason of some mistake or defect of the Contractor the amount of such loss or expense shall be ascertained by the Architects and added to the Contract sum. The Employer can also give such directions as deemed necessary and the Architect will be informed of the same.

b. **EXCESSIVE USE OF SITE ETC.:** In no case shall the Contractor continue to use or occupy or allow to be used or occupied any land or property whether belonging to the Employer or not either for the deposit of materials or plant or for any purpose whatever after written notice from the Architects shall have been served upon the Contractor requiring the Contractor to remove, or cause to be removed all such materials or plant from any such land or property of the Employer or to give up vacant possession or such land or property of the Architects within such time as may be fixed by them. Should any such material or plant

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remain upon any such land or property or should any such land or property remain occupied or be used after a period specified in such notice for any purpose whatever as afore said then, and in every such case, and as often as the same shall happen, the Contractor shall pay the Employer a sum of Rupees ONE THOUSAND as and for liquidated and ascertained damages for each and every day (24 hour or part thereof) during which the said lands or property are so used and occupied as aforesaid from the time such notice was given. The amount payable as aforesaid by the Contractor shall be appropriated from any amount payable as aforesaid by the Contractor shall be appropriated from any amount payable by the Employer to the Contractor and the short fall if any will be paid by the Contractor and demand in writing by the Employer. If the amount is not paid on demand, it will carry an interest of 18% per annum compounded quarterly.

c. **INSUFFICIENT WORK.:** Should the Contractor consider any section of the work as detailed or instructed insufficient, shall before putting such work on hand, notify the Architects in writing of his doubts or difficulties and the Architects shall decide any points so raised.

d. **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:** Contractor shall provide all things that may be necessary for the proper execution of the works according to the intent and meaning of the Drawings, Bills of Quantities and Specification taken together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably inferred there from, and if the Contractor finds any discrepancy in the drawings or between the Drawings, Bills of Quantities and Specification he shall immediately and in writing refer the same to the Architects who shall decide which is to be followed.

The Contractor shall himself or through his representative meet the Architects or their representatives upon the worker of at their offices whenever reasonably required.

e. **CONTRACTOR TO SUPPORT BUILDINGS:** The Contractor shall at his own expense properly and efficiently shore, sling, protect, support, alter, restore and make good all buildings, drains, water mains, electric mains or any other properties or things which may be disturbed or injured during the execution of the works.

Such work shall not necessarily or improperly interfere with the use or occupation of the properties by the public or others.

Care shall be taken not to move, without the consent of the proper authorities any pipe, culvert, cable, pole, wire, building or other structure. If instructed by the Architects in writing, permanent supporting works shall be constructed. All such new permanent work that may be ordered in writing by the Architects or specified by them to be an extra work, shall be paid for on the valuation of the Architect.

f. **NOTICE OF ENTRY UPON PREMISES:** In case works of shoring or other works for the protection or security of buildings or other structures or things are necessary, the Contractor shall within a reasonable period before the execution of such works serve notice upon the occupier of the buildings or thing intended to be shored up or otherwise secured and upon all other parties entitled to notice, appraising them respectively that such works are necessary,

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and the Contractor is about to execute the same and at a time to be specified in such notice, will enter upon the premises for the purpose of executing such works. Any permission that may be required for such entry on the land or property belonging to others will be procured by the Employer in advance.

g. **ENCLOSING SITE:** Before commencing the work the Contractor shall at his own expense and to the satisfaction of the Architects erect and maintain in good condition during the progress of the work a temporary fencing at least 4 feet 6 inches high around the site and around the extra land, if any, of which the Employer has obtained the use for the time, or part of the time that the Building is under construction. He shall provide proper gates in the fencing and at his own expense shall employ sufficient watchmen to prevent unauthorized persons entering the site of the work. On the completion of the works, or when so ordered by the Architects, the temporary fencing and gates shall be removed by the Contractor at his own expense. The Contractor shall at his own expense erect all boardings, barricades etc. required by the Public Authorities in connection with the work during the progress.

h. **NOTICE BOARDS:** The Contractor shall, at his expense, supply and exhibit two notice boards, size and wording to be decided by the Architects in consultation with the Employer. The letters shall be clearly painted by them and fixed in such manner as may be directed by the Architect.

i. **TRESPASSING:** No use shall be made by the Contractor of any existing buildings on the site, unless he shall have obtained previously the sanction in writing of the Architects. The Contractor and his work people shall strictly restrict to the portion of the site allocated by the Architects for the work.

j. **POSITION OF CONTRACTOR'S PLANT AND SHEDS ETC:** Before commencing the work, the Contractor shall submit to the Architects his proposal for the location of all sheds for storing materials, mortar mills, concrete and mortar mixing platforms, cisterns for wetting bricks, temporary fencing, temporary latrines etc.

The Contractor shall show his proposals for the positions of the foregoing on a copy of the site plan, which (upon request by the Contractor) will be provided for the purpose free of charge by the Architects, and shall obtain the Architects' approval to the proposals before constructing on any part of the same.

k. **TEMPORARY OFFICES AND STORES ON THE SITE:** The Contractor shall erect and maintain entirely at his own expense properly lighted and waterproof lockup offices for the Site Engineer/P.M.C. and for his own staff respectively, on such parts of the site as the Architects may indicate and to their satisfaction and the same shall be separate and properly maintained. The Contractor will also provide at his own expense lock-up store rooms for cement, steel etc., and store room as directed by the Architects for the use of the Sub-Contractor. On completion, the materials and furniture shall be removed and become the property of the Contractor. The sheds shall be demolished and the place cleared and properly disinfected.

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**I. LATRINES FOR WORKPEOPLE:** The Contractor shall at his own expense provide immediately on the commencement of work, temporary latrines for the use of work people separately for males and females with a septic tank or connected with the existing sewerage at the site. The Contractor shall permit the work people of other Contractor employed on the building to use the latrines. The latrines shall be properly enclosed with doors and shall be maintained in good and sanitary condition by the Contractor at his own expense. The Contractor shall at his own expense make the required arrangements for scavenging and shall provide disinfectants for daily use. On the completion of the work, the Contractor shall remove the latrines, thoroughly disinfect the sites and leave them clean. The Contractor shall strictly enforce the use of the latrines, and prevent the work people committing elsewhere on the site or adjacent properties.

**m. WATER:** The Contractor shall provide, to the satisfaction of the Architects, proper and sufficient supply of clean water for all purposes connected with the construction all necessary temporary services with pipes, taps, stop-cock, tanks, etc. and he shall remove the same on completion of the work. The water used on the work shall be perfectly clean, free from salt, vegetable matter and dirt of any kind. No water shall be taken from any place which in the opinion of the Architects is likely to be contaminated with sewage or other impurity.

If the Contractor is required or desires to use the water to be obtained otherwise than from the Corporation water supply, the Contractor at his own expense shall have samples of such water examined by the Chemical Examiner to Government and shall submit that Official's report to the Architects. If the Chemical Examiner's report on the water is unfavorable, the water shall not be used in the work. If water is available at the site, the Contractor will be charged at the rate of 1% of total Contract value.

**n. SUNDAY AND NIGHT WORK:** Sunday and night works shall not be permitted unless with the permission or direction of the Architects, save when the work is unavoidable, or absolutely necessary for saving the life or property. Such work shall be undertaken if so directed by the Architects without any extra charge.

**o. TELEPHONE AT SITE:** The Contractor shall provide on the written orders of the Architects, a separate telephone for the works, and pay all charges in connection with same during the whole period of the execution of the works. The Clerk of Works, the Architects' representative and the Employer will have access to use of the telephone.

**p. SURVEYING INSTRUCTIONS ETC:** The Contractor at his own expense shall provide and maintain on the work site for the duration of the Contract a double elephant size drawing board, Tee Square, Instruments etc., a first class Dumpy level. at least two steel and at least two metallic tapes each 100 feet long and also, as and when required by the Architects, a theodolite. The permanent adjustments of the level and theodolite shall be perfect and the tapes shall be renewed as soon as they become inaccurate or illegible.

**q. SITE LABORATORY:** The Contractor shall at his own expense setup temporary site laboratory till the completion of the Contract. The Contractor shall arrange necessary field

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test of materials, articles of everyday use and of ordinary description regularly at site laboratory, under the direction and in the presence of Architects/Employer's representative to determine the suitability of such items of use in the work.

r. **ORDER BOOK:** The Contractor shall at his own expense keep an Order Book at the site in which shall be entered all instructions given by the Architects or public authorities. A copy of the orders shall be sent to Architects for their confirmation within 3 days after the orders are given. The order book shall not be removed from the site without the Architects' permission.

s. **PROGRESS PHOTOS:** At his own expense the Contractor shall supply the Architects with duplicate copies of large photographs not less than 6" x 4" of the works taken from approved positions as and when required by the Architects or the Employer.

3. **Agreement copies to be supplied:** The agreement (original) shall remain in the custody of the Employer and shall be produced by them at his office as and when required by the Architects or the Contractor. The Contractor on the signing hereof shall be furnished by the Architects/Employer free of cost with a certified copy of the agreement and one copy of each of the said drawings issued during the progress of the work. Any further copies of such drawings required by the Contractor shall be paid for by him. The Contractor shall keep one copy each of all drawings on the works and the Architects or his representatives shall at all reasonable time have access to the same. Before the issue of the Final Certificate to the Contractor, he shall, forth with return to the Architect all drawings and Specifications.

4. **The Contractor to provide everything necessary:** The Contractor shall be deemed to have satisfied himself before tendering as to the corrections and sufficiency of his tender for the works and of the rates and amounts stated in the Schedule of Quantities and/or the Schedule of Rates and amounts which rates and amounts shall except as otherwise provided cover all the obligation under the Contract, and all matters and things necessary for the proper completion of the works.

The Contractor shall provide at his own cost all materials (except such materials if any, as may in accordance with the Contract be supplied by the Employer), machinery, plant, tools, appliances, implements, ladders, cartage, tackle, scaffolding, temporary works including access roads etc., together with carriage therefore to and from the site, in fact everything necessary or proper for the proper execution of the work, whether original, altered or substituted according to the true intent and meaning of the drawings, Schedule of Quantities and Specifications, original or substituted taken together whether the same may or may not be particularly shown or described therein provided that the same may be reasonably inferred there from, and if the Contractor finds any discrepancy in the drawings or between the drawings, Schedule of Quantities and the Specifications he shall immediately and in writing refer to the Architects who shall decide which is to be followed, subject to:

i. Anything shown or contained in any one or other of (a) the drawings (b) Specifications and (c) the Contract schedule, and not shown in the others shall be equally binding as if it were contained in each of them.

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ii. Figured dimensions are to be followed in preference to the scale, and large scale details in preference to small scale drawings.

iii. The following order of preference shall apply:

(a). The drawings (b) Specifications covered by Bills of Quantities (c) Architects' Specifications (d) MDSS/Local PWD Specifications/Highways Manual (PWD) Specifications/I.S.S.

**5. Contractor to conform to local regulations:**

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works and to the Regulations and Bye-laws of any Authority and of any water, lighting and other Companies and/or Authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the drawings or Specifications that may be necessitated by so conforming, give to the Architects written notice, specifying the variation proposed to be made and the reason for it, and apply for such instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work, conforming to the provisions, Regulations, or bye-laws in question and any variation so necessitated shall be dealt with under Clause Nos.13 and 17. The Contractor shall bring to the attention of the Architect all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Architects. The Contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may legitimately be incurred in respect thereof.

a. The Employer is entitled to deduct all taxes and rates and as per existing laws and rules, from any monies due or that may become due to the Contractor.

b. The Contractor shall indemnify the Employer from and against all claims, demands, proceedings, damages, suits, costs and expenses which may be brought or made against the Employer or to which it may be put by reason of the Contractor not conforming to or complying with any of the provisions or requirements of any Act or Statute, Central or State, Rules, Regulations, Bye-laws of local authorities, Panchayat, Collector or any other companies relating to or in connection with the works or to Labour or for supply of water, light or other amenities at the site.

c. **Setting out of works and clearing of site and protection of work:** The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, level dimensions and alignment of all parts thereof. The Contractor is to construct and maintain proper benchmarks at the intersection of all main walls in order that the lines and levels may be accurately checked up any time. If at any time any error in this respect shall appear during the progress of the work the Contractor shall at his own expense rectify the same, if so required, to the satisfaction of the Architects.

The Contractor shall at his own expense provide and fix all steel and wooden pegs, posts, sight rails, boning rods, templates, lines and all other materials necessary for setting out of the work.

The area covered by the proposed building together with an extra width of 25' all round the building shall be cleared of all bushes, plants and hills, snake pits etc., for which the Contractor shall not be entitled to any extra payment. Trees desired to be cut shall be done after consulting the Architects/Employer and then proceeds shall be remitted to the Employer after deducting labour charges. The Contractor shall at his own expense cover up or protect the works and materials stored in the site from the effects of inclement weather, and is to suspend all 'wet' operations during weather which, in the Architects opinion, will be detrimental to the work.

**d. Fossils etc.:** All treasures, fossils, coins, articles of value and antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing damaging any such articles or things and shall immediately upon discovery thereof and before removal acquaint the Architects of such discovery and carry out at the expense of the Employer, the Architects' orders as to the disposal of the same.

**6. Materials to conform to Specifications; Tests or materials, work etc.:**

a. All materials and workmanship shall so far as procurable conform strictly to requirements in accordance with the drawings and as described in the Schedule of Quantities and/or Specifications and in accordance with the Architects' instructions, and the Contractor shall upon the request of the Architect furnish proof to his satisfaction that they so conform and if required shall also furnish all invoices, accounts, receipts and other vouchers for the purpose.

b. In the case of all products, which are in the approved lists of the I.S.I. no materials, will be collected at site, which does not bear the I.S.I. mark unless the Institution does not affix its mark on those materials.

c. The Contractor shall place orders for all materials required in time and in any case not later than dates fixed in the approved program. Wherein the matter of procurement of such materials as are collected or the distribution of which is regulated by Government, Central or Local, or by any other Central or local authority, the Employer is obliged to issue any certificate or sign applications for license or permit, by virtue of orders of such Government or Authority or by Custom or practice it shall be the sole responsibility of the Contractor to arrange for all the formalities to be completed in time and follow up the matter with the concerned authorities and to procure the materials in time for incorporation in the works/installation according to the approved program, and the Employer or the Architect will not assume any responsibility for delays in this regard not for the payment of fines, penalties, demurrage and so forth due to the Contractor not taking timely act in the process of

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procurement. The Contractor shall not raise any plea, quoting delays in the completion of the formalities or of delays by the Authorities concerned for any compensation whatsoever.

d. However, the Contractor shall before he places orders for supply, furnish to the Architect, at his own expense, samples of materials including patented products and those under specific makes, proposed to be used in the works, well in time, notwithstanding prior approval by Architects/Employer of such products and makes; such prior approval shall not constitute a waiver of the rule regarding approval of samples. In all cases when makers/manufacturers have test certificates for their goods/ articles/ products/ processes/ equipment, Photostat copies of such test certificates shall be produced by the Contractor along with the samples.

e. The Architect will within two weeks of the date of supply of samples or within such further period as it may depending upon each case are required to intimate the Contractor whether the samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the architect for his approval fresh samples complying with the Specifications.

f. The approved samples, bearing distinct marks of identification of such approval shall be displayed by the Contractor, at his own expense, prominently at the site, during the entire construction work, for the inspection/verification by the Architect/Employer and their accredited representatives and concerned authorized officials/organization of Government. Thereafter the Contractor accruing to him (Contractor) the approved samples remain in the safe custody of the Contractor till they are so handed over to Employer.

g. The Contractor shall indemnify the Employer or any agent, servant, or employee of the Employer, against any action, claim, proceeding, demand, suit, damages, awarded or decreed etc. relating to infringement or use of any royalties or other charges which may be payable in respect of any articles or material or part thereof included in the Contract. In the event of any claims being made on any agent, servant or employee of the Employer in respect of any such matter as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with specified direction issued by the Employer or the Architects in connection with the Contract, but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or Specifications issued after conclusion of the Contract. The Contractor undertakes to inform the Employer or Architect if they are having knowledge that a particular act/direction given by the Employer or Architect will infringe any patent or design rights.

h. All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (Other than materials supplied by the Employer) shall be borne by the Contractor.

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i. The Architects shall be entitled to have tests carried out on the work or its parts or accessories, either during its progress or on completion, where and when deemed necessary or any materials to be incorporated/incorporated in the work / installation supplied by the Contractor or otherwise, notwithstanding that the work or its parts or accessories or the said materials have been accepted and passed/passed for incorporation.

j. The scope of the clause regarding tests with cover not only materials/articles of everyday use and of ordinary description but also patented products and those under specific makes, notwithstanding that satisfactory test certificates from makers/manufacturers have been produced in accordance with sub clause (iv) above.

k. The Contractor shall also arrange for necessary field tests to be carried out in the case of materials/articles of everyday use of ordinary description; regularly under the directions and in the presence of the Architects'/Employer's representative, to determine the suitability of such items for use in the work.

l. In the case of works individually costing more than Rs.20 lakhs the Contractor shall set up his own laboratory at site, with all necessary equipment, accessories, personnel etc., and regularly test cubes of cement concrete used in RCC work in the presence of Architects'/Employer's representative.

m. The Contractor shall maintain at the site comprehensive registers, posted upto date, showing the nature of the materials/articles/goods/cubes tested, their identification marks, dates and results of all tests. The representative of the Architects'/Employer at site shall be countersigned such registers and extracts from the registers shall regularly be posted to the Architects and the Employer. The form of the registers shall be mutually settled.

n. The costs of the tests and of the materials and labour and equipment, if any, involved in the testing operations shall be done by the Contractor in all cases except as otherwise provided for in the Contract.

o. The methods of sampling the nature and extent of the tests to be carried out their interpretation shall be in accordance with the relevant ISS unless otherwise provided in this Contract. The names of the laboratories or test houses (where tests are to be done outside the site) in which the tests are to be carried out shall be got approved by the Architects.

#### **7. Supervision by Contractor:**

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Architects or Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress, employ a competent and qualified representative whose name shall be approved by the Architect and who shall be constantly in attendance at the works. Such representative shall be authorized to act on behalf of the Contractor to accept service of notices under the Contract and to agree to

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extras, omissions and varied items of work and rates for the same. If the Contractor fails to appoint and keep on the works a competent and qualified representative as aforesaid the Architects shall have powers to suspend the works till such time a competent and qualified representative as aforesaid is posted and the Contractor shall not be entitled to claim extension of time on the plea of such suspension of the works.

**8. Dismissal of employees of Contractor:**

The Contractor shall on the request of the Architect/Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Architect/Employer be incompetent or misconduct himself, and such persons shall not be again employed on the works without the permission of the Architects/Employer. The Architects/Employer shall not pay any compensation or reimbursement to the Contractor consequent to or arising out of such dismissal.

**9. Access to works:**

The Employer, the Architect and his respective representative shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give the Employer, the Architect and his respective representative, all reasonable facilities necessary for inspection and examination and tests of the materials and workmanship. No person unauthorised by the Employer or the Architects except the representative of Public Authorities shall be allowed on the works at any time. The proposed work covered under this tender during its progress can also be inspected by the Chief Technical Examiner/Technical Examiner or by an officer of the Vigilance Cell of the authority on behalf of the Engineer-in-charge/Employer's Architects.

**10. Site Engineer:**

The terms "Site Engineer" shall mean the person appointed or engaged by the Employer, and acting under the orders of the Architects/PMC/Employer to inspect the works in the absence of the Architects or PMC; the Contractor shall afford the Site Engineer every facility and assistance for inspecting the works and materials and for checking and measuring the work and materials. Such person/persons shall be considered to act solely as Inspectors. If any work or materials is not approved by the Site Engineer of Works or any such representative, such work shall be suspended or the use of such materials shall be discontinued until the decision of the Architect is obtained. The work will from time to time be examined by the Architect, the Site Engineer of works or the Architect's PMC's representatives, 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 works or after the same is completed. Subject to the limitation of this Clause the Contractor shall take instructions only from the Architects.

**11. Work not to be sublet:**

The whole of the works included in the Contract shall be executed by the Contractor who shall not directly or indirectly transfer, assign or underlet the Contract of the Employer (unless as specifically authorized by the Employer); and however, no undertaking shall

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relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

**12. Variation not to vitiate the Contract:**

No alteration, omission or variation shall vitiate this Contract but in case the Architect thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from or substitutions for the original drawings, Specifications, designs and instructions or any alterations in the kind or quality of the materials to be used in the work and shall give notice thereof in writing to the Contractor, the Contractor shall alter, add to or omit from or substitute for as the case may require, in accordance with such notice and carry out the amended work on the same conditions in all respects on which he agreed to do the main work, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from or substitutions in the works or any deviations from any of the provisions of the Contract stipulations, Specifications or Contract drawings without the previous consent in writing of the Architects and the value of such extras, alterations, additions or omissions or substitutions shall in all cases be determined by the Architect with the prior approval in writing of the Employer in accordance with the provisions of Clause 17 hereof, and shall be added to or deducted from the Contract amount accordingly.

a. The supply and execution of any part or the carrying out of any work incidental to the execution of any item or class of work shown in the Schedule of Quantities shall not constitute a variation entitling the Contractor to extra payment provided that the said item of class of work cannot be executed satisfactorily according to the true intent and meaning of the drawings and Specifications without the said, part thereof or the said work incidental thereto whether the same may or may not be particularly shown or described in the drawings, Specifications and Schedule of Quantities and provided the same may be reasonably inferred therefore.

b. The time for completion of work shall, in the event authorized variations result in an addition to the Contract sum in excess of 10% of Contracted value, be extended, on request by the Contractor as follows:

i) in the proportion which the total executed Contract value including authorized variations bears to the original Contract value, the certificate of the Architects being conclusive as to such proportion; plus.

ii) 25% of the additional time calculated by way of (i) above or such further time as may be considered to be reasonable by the Architects.

c. Similarly the changing of the position of the work from one to another or to a more difficult position than that shown in the drawings or described in the Specifications or the Contract schedule, or the carrying out of work under circumstances not contemplated in the Specifications or the Contract schedule shall not constitute a variation entitling the Contractor to extra payment.

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**d. No compensation for alteration in or restriction of work:**

If at any time after the commencement of the work the Employer for any reason whatsoever does not require the whole thereof as specified in the tender to be carried out, the Architects shall give notice in writing of the fact to the Contractor who shall have no claim for any compensation whatsoever on account of any profit which might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out. Nor shall he have any claim for compensation by reason of any alterations having been made in the original Specifications, drawings, designs and instructions that shall involve curtailment of the work originally contemplated.

**13. Errors in Bills of Quantities:**

No errors in description or in quantity or by way of omission of items from the Schedule of Quantities shall vitiate this Contract but shall be rectified and the value thereof as ascertained under CLAUSE 17 hereof shall be added to or deducted (as the case may be) from the Contract amount provided that there shall be no rectification of errors in the Contractors Schedule of Rates.

**14. Measurement of works:**

The Architects may from time to time intimate to Contractor and the Employer that he requires the works to be measured, and the Contractor who shall forthwith attend or send a qualified Agent to assist the Architect or the Architect's representative/P.M.C. in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them. No measurement will be taken (i) without the presence of the representative of the Employer and (ii) the certificate of PMC/Site Engineer.

Provided that the Contractor shall give notice of not less than ten clear days to the Architect or his representative in charge of the work before covering up or placing beyond the reach of measurements may work in order that the same may be measured and correct dimensions thereof be taken before the cover up and place beyond reach of measurement any work without the consent of the Architect and his representative in charge of the work who shall within the aforesaid period of ten days inspect the work and cause the measurements to be made; if any work be so covered up without the consent of the Architect or his representative in charge of the work, the same shall be uncovered at the Contractor's expenses, or in default thereof no payment or allowance shall be made for such work or materials with which the same was executed. Should the Contractor not attend or neglect or omit to send such agent then the measurements taken by the Site Engineer/P.M.C. or a person approved by Architect to be correct measurement of the works provided a representative of the Employer was also present during such measurement. Such measurements shall be taken in accordance with the Indian Standard Method of Measurement, unless otherwise provided for elsewhere in this Contract.

The Contractor or his agent may at the time of measurement take such notes and details as he may require. All authorised extra works, omissions and all variations made without the Architect's knowledge, if subsequently sanctioned by him in writing (with the prior approval on writing of the Employer) shall be included in such measurements. The measurements

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should be certified by the Employer's representative who was present at the time of measurement without the certificate no bill will be considered for payment.

The Contractor should submit all the bills on the standard form in quadruplicate.

**15. Price of Variation:**

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

a. The next rates or prices in the Contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.

b. If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the Contract schedule, they shall to the extent possible be derived out of the rates given in that schedule for similar or near similar items. For the purpose of such derivation, where necessary and when so directed, the Contractor shall furnish detailed analysis for the said similar or near similar items in the Contract schedule, market rates constants for quantum of material, labour T & P and sundries from standard PWD/CPWD data/analysis, in order thus written, adding 15% over towards

c. **Profits and overheads.** When called upon to do so the Contractor shall submit the required purchase bills/vouchers.

d. In respect of Contract which incorporates more than one schedule the rate applicable in case (i) above if not provided for in the scheduled pertaining to the work in which the addition, alteration or substitution (deviation) occurs, shall be taken as the lowest applicable rate in the other schedules; similarly, in case (ii) above if similar or near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, similar or near similar items from the other schedules shall be adopted.

e. In the case of additional, altered or substituted (deviated) work for which rates cannot be reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices, substantiated by purchase bills/vouchers, using factors and constants for quantum of materials, labour, T & P and sundries from standard PWD/CPWD Data/Analysis in the order thus written adding 15% towards profits and overheads. When called upon to do so the Contractor shall submit his purchase bills/vouchers, to the Architects.

f. The provisions in sub-clause (i) to (iv) will not apply to Contract schedule items or altered or substituted (deviated) items (the quantities of) which individually exceed the corresponding provisions in the Contract schedule by more than 20% when the deviation limit as defined below and as referred to in the tender is exceeded, and when the said

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deviation limit is not exceeded (a) by more than 50% in the case of items of work above plinth level and (b) by more than 100% in the case of items below plinth level.

In such cases, only for such items where, and for such quantities only as are in excess of the quantities provided in the Contract schedule for original items or items which stand altered or substituted (deviated) by more than the percentage specified in sub-clause (v) above and for items for which the rates cannot reasonably be derived as at sub-clauses (ii) and (iii) above, market rates shall be applied.

g. The questions as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the Contract schedule are to be adopted for derivation of rates for additional, altered or substituted (deviated) work and whether the said rates cannot be derived from similar or near similar items in the Contract schedule will be decided by the Architects.

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

i. Where extra work is of such a nature that it cannot be properly measured or valued the Contractor shall be allowed day work prices at the nett rates stated in the tender or the priced Schedule of Quantities or if not so stated, then in accordance with the minimum local day work rates and wages for the district, notified by the concerned authority, provided that in either case if required by the Architects, vouchers, muster rolls and other documents required for proper verification of the labour employed and the materials deployed on the said work and the costs thereof be delivered to the architect or his representatives at or before the end of the work following that in which the work has been executed. The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the Architects. The margin to be allowed on actual cost to the Contractor towards profits and overheads shall be 15%.

j. Deviation Limit: is the value by which the total executed Contract value including authorised variation is in excess of the original Contract value, expressed as a percentage and shall be adjusted on the sum total of all additions, omissions, reductions, alterations or substitutions (deviations) covered by authorized variations under clauses 2 and 13 of the Conditions of Contract. The values of prime cost sums shall not be included in calculating the above percentages.

**16. Unfixed materials:**

Where in any certificate (of which the Contractor has received payment) the Architect has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Architects. The Contractor shall be liable for any loss damage to such materials. Such payment for the materials shall preclude the Architects from rejecting the materials if they are subsequently found not in accordance with the required standard or specification and direct

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the Contractor to remove the same. In such rejections the value of materials shall be deducted out of subsequent bills passed for payment.

**17. Removal of improper Work, Materials etc:**

The Architects shall, during the progress of the work, have full powers to order, in writing, from time to time, removal from the works within such reasonable time, or times, as may be specified in the order, of any materials which in the opinion of the Architects are not in accordance with the Specifications or instructions of the Architects, or do not conform to approved samples, the substitution of the rejected materials by proper other materials, and the removal and proper re-execution of any work executed with unsound, imperfect or unskillful workmanship or with materials not in accordance with the imperfect or unskillful workmanship or with materials not accordance with the Contract, notwithstanding that the same may have been passed or/and certified or/and paid for and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Architect shall have the power to employ and pay other persons to carry out the same without being answerable or accountable for any loss or damage that may happen or arise to such materials removed and all expenses consequent on or incidental thereto as certified by the Architects shall be borne by the Contractor, or may be deducted by the Employer from any monies due or that may become due to the Contractor or shall be recovered from the Contractor.

**18. Defects Liability Period**

Any defect, shrinkage, settlement or other faults which may appear or already appeared before or during the 'Defects Liability Period' stated in the Appendix hereto, or if none so stated, then within twelve months after the issue of Completion Certificate arising in the opinion of the Architects or Employer from materials or workmanship not in accordance with the Contract, shall on demand which shall be made within the Defects Liability Period, in writing by the Architects / Employer, and within such reasonable time as stated that the same may have been passed or/and certified, paid for, be amended and made good by the Contractor, at his own proper charge and cost and in the case of default the Employer may employ and pay other person or persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and\ borne by the Contractor in writing be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any monies due or that may become due to the Contractor or a sum to be determined by the Architects equivalent to the cost of amending and making good such work and in the event of the amount retained under clause 33 or 33A being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials approved by the Architect as provided in clauses 12 and 22 not used the Contractor shall be liable to make good in the same manner as if such work or materials had been done or supplied by the Contractor himself and been subject to the provisions of clause 2 thereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Architects of any

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certificate including the Final Certificate, or passing of any accounts. For removal of doubts it is clarified that all defects appearing on the virtual completion of works but before issuing of Completion Certificate shall always be taken as defects arising during the Defect Liability Period which 12 months running from the date of Completion Certificate.

#### **19. Completion Certificate**

The work shall not be considered as completed until the Architect has certified in writing that they have been virtually completed and the Defects Liability Period shall commence from issue of Completion Certificate. Within 10 days of the completion of the work, the Contractor shall give notice of completion of the Contract in all respects as undertaken to the Architect and within 10 days of the receipt of such notice the Architects shall inspect the work and if there is no defect in the work shall furnish the Contractor with a Certificate of Completion, otherwise a Provisional Certificate of Completion indicating defects (a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued but no Certificate of Completion, provisional or otherwise, shall be issued, nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work was executed, all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for their work people on the site in connection with the execution of the works and as shall have been erected or constructed by the Contractor(s) and cleaned off the dirt from all woodwork, doors, windows, walls, floors or other parts of any building, in upon or about which the work was executed, or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Architects. If the Contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of the works, original or extended in terms of clause 28 herein, the Employer after issuing due notice, may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish, etc., and dispose of the same as he except for any sum actually realised by the sale thereof. And the expense, if any, so incurred may be recovered from any money due or that may become due to the Contractor by the Employer. If several sub works covered by separate schedules are included in the Contract, and if at any time before the completion of the entire work, the Employer takes possession of any of the separate sub works that may have been duly completed in accordance with the Contract and so certified by the Architects, notwithstanding any other provision in this Contract in this regard, a Completion Certificate may be issued in respect of the said duly completed sub work, the Defects Liability Period for such sub work may be reckoned from the separate date of virtual completion so certified and that part of the full security deposit that may by proportion (Contract value of this sub work to the whole Contract value) be attributed to this sub work may be refunded in accordance with and subject to the provisions of clause 20. The same principles will apply where different rates are specified in the Contract for different sub works.

#### **20. Specialists**

All specialists, merchants, tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of

Quantities /and/or Specifications who may be nominated or selected by the Architects shall be deemed to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors. No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Architect and Contractor shall otherwise agree) who will not enter into a Contract providing,

a. That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contractor as the Contract is under in respect of this Contract.

b. That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of scaffolding or other plant, the property of the Contractor or any Workman's Compensation Act in force.

c. Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the architects certificate provided that before any certificate is issued the Contractor shall upon request furnish to the architect proof that all nominated Sub-Contractors accounts included in the previous certificates have been fully discharged, in default whereof the Employer may pay the sum upon a certificate of the architect and deduct the amount thereof from any sums that may then be due or may become due to the Contractor. The necessary performance guarantee from the Sub-Contractors (like anti-termite treatment, water proofing, etc.) shall be forwarded by the Contractor to the clients through Architects before making final payment for the specialty. In addition to the above, the Contractor also shall give the above guarantee in the prescribed format as Architects/Client desire and the Contractor is also equally responsible for the performance of the specialized work. The above guarantee by the Contractor is to be forwarded along with the specialist agencies guarantee before making final payment to the specialized agency.

#### **21. Employer may use Premises**

The Employer with the concurrence of the Architects, reserves the right to use the premises and any portion of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons and the Contractor will provide all reasonable facilities for the execution of such work but is not required to provide any plant or materials for the execution of such work except by special arrangements with the Employer. Such work shall be carried out in such manner as not to impede the progress of work included in this Contract and the Contractor is not to be held responsible for any damage or delay which may happen to or be occasioned by such work. Any imperfection in finishing items left by such other person shall, if required by the Architects be made good by the Contractor and cost thereof is recoverable from such person.

22. Liability under Fatal Accidents Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act and for Tortuous Acts under the Common Law:

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a. The Contractor shall be responsible for all injury to any persons, animals or things and for all structural and decorative damage to property which may arise from the operations whether by neglect or default of himself or for any reason whatsoever whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract. This clause shall be held to include INTER ALIA any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the buildings and works forming the subject to this Contract by frost or other inclemency of weather.

The Contractor shall indemnify the Employer and hold him harmless in respect of all expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim. The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver upon the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

b. The Contractor shall indemnify the Employer against all claims which may be made against the Employer 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 and shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an approved insurance company a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architects from time to time during the currency of this Contract. The Contractor shall similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen Compensation Act or any other statute in force during the currency of this Contract or at Common Law in respect of any Employee of the Contractor and shall at his own expense effect and maintain, until the completion of the Contract in an approved office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Architects from time to time during the currency of the Contract.

c. The insurance policies above stated under clause 24(b) shall be taken for a minimum sum of Rs. 5.00 Lakhs with indemnity of Rs. 1.00 Lakh for any single accident.

The Contractor shall also be responsible for anything which may be excluded from the Insurance policies above referred to and also for all other damage to any property arising out of and incidental to the negligent or defective carrying out of the Contract. He shall also indemnify the Employer in respect of any cost, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from. The Employer with the concurrence of the Architects shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damage from any sum or sums due or to become due to the Contractor.

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d. The Contractor shall be liable for payment of tax, cess or other charges whatever name called, that are levied under the Kerala Sales Tax Act and Central Sales Tax Act.

e. If the time of completion of the work is more than two months, the Contractors shall entrust the names of building labourers with the Regional Commissioner, Employees Provident Fund and shall withhold from the Employees their contribution and shall remit to the Employees Provident Fund Commissioner along with his contribution.

f. The Contractor shall pay to the building labourers and other employees the wages fixed under the Minimum Wages Act.

g. The Contractor shall indemnify the Employer against all claims which may be made against labourers & employees of the Contractor by the Sales Tax Authorities, Regional Commissioner of Employees Provident Fund and the authorities appointed under Minimum Wages Act in respect of the Contractor's liability arising under Clauses above.

**23. Responsibility for safety of building:**

The Contractor shall be responsible for the safety of the works including the materials, temporary buildings and plant until they are taken over by the Employer and they shall stand at the risk, and be in the sole charge of the Contractor, who shall be responsible for and must with all possible speed make good all damage from whatever cause.

**a. Cleaning up during progress and delivery of works :**

All rubbish shall be burnt or removed from the site as it accumulates. All floors, stairs, landings, doors, windows, surface and soils drains shall be cleaned down and put in a thoroughly complete, clean, sound condition, EVERY DAY before the commencement of office hours of the Company to the satisfaction of the Company officials and / or the Architect, and also when work is finally handed over, all rubbish and surplus materials not required by the Employer have to be removed by the Contractors. The Contractor shall give notice in writing to the Architects when the work is so ready to be handed over, and shall be responsible for its maintenance until it is taken over by the Employer.

b. If the Contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in case of a certificate for interim payment not paid within the period for honoring Certificates, shall suspend the works or in the opinion of the Architects shall neglect or fails to proceed with due diligence in the performance of his part of the Contract or if he shall more than once make default in respect of Clause i the Employer through the Architects shall have power to give notice in writing to the Contractor requiring that the works be proceeded within a reasonable manner and with reasonable dispatch, such notice shall purport to be a notice under the Clause. After such notice shall have been given the Contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials belonging to him which shall have a lien upon all such plant and materials to subsist from the date of such notice being given until the

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notice shall have been complied with. If the Contractor shall fail for seven days after such notice has been given to proceed with the works as there prescribed the Employer may proceed as provided in clause 30.

**c. Insurance of the work:**

i. The Contractor shall immediately before the date of commencement insure the works and other risks specified herein and keep them insured until the completion of the Contract against loss or damage by fire etc. with a Public Sector Insurance Company to be approved by the Architects in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy), for the full amount of the Contract and for any further sum if called upon to do so by the Architects the premium of such further sum being allowed to the Contractor as extra. Such policy shall cover the property of the Employer only, but shall not cover any property of the Contractor. The Contractor shall deposit the policy and receipts for the premiums with the Architects within twenty one days from the date of commencement of work as mentioned in this Contract unless otherwise instructed by the Architects. In defaults of the Contractor insuring as provided above, the Architects / Employer on his/their behalf may so insure and may deduct the premiums paid from any money due, or which may become due, to the Contractor. The Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurance company should they elect to do so, proceed with all due diligence with the completion of the under the same conditions of Contract. The Contractors in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the Architects deem fit. Contractors shall handover all payments received from the Insurance Company to the Employer.

ii. The amount so due are aforesaid shall be the total value of the work duly executed and the Contractors materials and goods delivered upon the site for use in the works upto and including a date not more than seven days prior to the date of the said certificate less the amount to be retained by the Employer (as hereinafter provided) and less any installments previously paid under this clause. Provided that such certificates shall only include the value of the said materials and goods as and from the time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

**24. Day of commencement and day of completion:**

The Contractor shall be allowed admittance on the site on the "date of commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same before the "date of completion" stated in the Appendix (subject nevertheless to be provision for extension of time hereinafter contained).

**25. Damages for non-completion**

If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time fixed under Clause 27 of these conditions and the Architects certify in writing that in their opinion the same ought to have been completed, the Contractor shall pay or allow the Employer a sum calculated at the rate stated in the said Appendix as "Liquidated and Ascertained Damages" for the period during which the said works shall so remain or

have remained incomplete and the Employer may deduct such damages from any monies otherwise payable to the Contractor under this Contract or recover the same otherwise.

**26. Extension of Time**

If the Contractor shall desire an extension of time as per the format below for completion of the work on the grounds of his having been unavoidably hindered by such causes as (a) force major or (b) any exceptional inclement weather or (completion) the work or delays of other Contractors or tradesmen engaged or nominated by the Employer or the Architect and not referred to in the Schedule of Quantities and or specification or (d) delays in the supply of materials stipulated to be supplied by the Employer, he shall apply in writing to the Architects within 15 days of the date of such hindrance on account of which he desires such extension as aforesaid and the Architect, if in his opinion reasonable grounds have been shown therefore, may with the previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the Contract works, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required of him to proceed with the work expeditiously provided –

- a. that the Contractor shall have no claim other than extension of time for the delay in completion of the work due to such hindrance and
- b. that the Contractor shall suspend the works whenever called upon to do so in writing by the Architects and shall be allowed reasonable extension of time for completion of work due to such suspension of work and nothing else.

**28. Failure of Contractor to comply with Architect's Instructions:**

If the Contractor after receipt of written notice from the Architects requiring compliance within ten days fails to comply with such further drawings/and/or Architect's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer on the Certificate of the Architects as a debt or may be deducted by him from any monies due or to become due to the Contractor.

**29. Termination of Contract by Employer:**

If the Contractor being an individual or a firm commits any "Act of Insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or be subject to the supervision of the court and of official assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, and shall be unable within 7 days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Architects that he is able to carry out and fulfill the Contract and to give security therefore if so required by the Architects.

OR if the Contractor (whether an individual, Firm or Incorporated Company) shall suffer execution to be issued under an order of civil or other authority OR shall suffer any payment under the Contract to be attached by or on behalf of any of the creditors of the Contractor. OR shall assign or subject the Contract without the consent in writing of the Architects first obtained OR shall charge or encumber this Contract, or any payments due or which may

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become due to the Contractor there under OR if the Architects shall certify in writing to the Employer that the Contractor,

i) has abandoned the Contract, or

ii) 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 the Architect's notice to proceed, or

iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

iv) has failed to remove the materials from the site or pull down and replace work for 7 days after receiving from the Architects that the said materials or work for 7 days after receiving from the Architects that the said materials or work were condemned and rejected by the Architects under these conditions, or

v) 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 requiring the Contractor to observe or perform the same, or

vi) has to the detriment of good workmanship or without the consent in writing of the Employer sublet any part of the Contract. Then and for any of the said causes or reasons, the Employer with the consent of the Architects may notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract, but without prejudice to the powers of the Architects or the obligations and liabilities of the Contractor the whole of which shall continue in force as fully as if the Contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer under instructions of the Architects, by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam and other power, utensils and materials lying upon the premises or the adjoining lands or roads, and use as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractors or other person or persons employed for completing and finishing and or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Architects shall give notice in writing to the Contractor to remove his surplus materials and plants, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him, the Employer shall sell the same by public auction, and shall give credit to the Contractor for the amount realised. The Architects shall thereafter ascertain and certify in writing under their hand what (if anything) shall be due or payable to or by the Employer for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put in to procuring the works to be completed, and the amount if any, owing to the Contractor, and the amount which shall be so certified shall thereupon be paid by the

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Employer to the Contractor and the Contractor to the Employer, as the case may be, and the certificate of the Architects shall be final and conclusive between the parties. Whole of the retention money (part of security deposit) is collected whereafter the installments (interim payment) shall be upto the full value of the work subsequently so executed and fixed.

The Architect may, at his / their discretion include in the interim certificate such amount as he may consider proper on account of any materials which are in his opinion non-perishable and are in accordance with the Contract and which have been brought on the site (but not prematurely) in connection therewith and adequately stored and/or protected against damage by weather or other cause but which have not at the time of advance been incorporated in the work, 80% of their purchase value on production of vouchers for the same subject to a maximum of basic prices, stated or quoted on stipulation, of cement and steel. When materials on account of which such advance has been made under this sub-clause and incorporated in the work the amount of the advance shall be deducted from the next payment made under any of the clauses of this Contract, and in any case within 3 months of the date of payment of each advance. And when the works have been virtually completed and the Architects shall have certified in writing that they have been so completed, the Contractor shall submit the Final Bill: in respect of the Contract work within one month thereafter and in accordance with the certificate to be issued by Architects payment shall be made by the Employer within the time named in the Appendix. And the Contractor shall be entitled to the payment of the final balance in accordance with the Final Certificate to be issued in writing by the Architects after the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of virtual completion or as soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning thereof whichever shall last happen. Provided always that the issue by the Architects of any certificate during the progress of the work or at or after their completion shall not relieve the Contractor from his liability in case of all fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Architects shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Architects might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding. The Architects shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction. The Architects may by any certificate make any correction in any previous certificate which shall have been issued by him. No certificate of payment will be issued by the Architects if the Contractor fails to insure the works and keep them insured till the issue of the virtual Completion Certificate. Also certificate of payment may be refused if the Contractor fails to execute the formal agreement.

**30. Termination of the Contract by the Contractor:**

If payment of the amount payable by the Employer under any certificate of the Architects shall be in arrears and unpaid for 30 days after notice in writing requiring

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payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such certificate, or if the worker be stopped for three months under order of the Architects or the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, payment for all works executed in terms of the Contract and for any loss he may sustain upon any plant or materials supplied or purchased for the purpose of the Contract. In arriving at the amount of such payment the net rates contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause 17 hereof.

**31. Prime costs provisional sums:**

(a) Where 'Prime Costs' (P.C.) prices or provisional sums of money are provided for any goods or work in the specification or Schedule of Quantities the same are exclusive of any trade discounts, rebate or allowance, discount for cash, or profit which the Contractor may require and of fixing, but are inclusive of all proper charges for packing, carriage and delivered.

(b) All goods or work for which prime cost prices or provisional sums of money are provided may be selected or ordered from any manufacturer or firms by the Architects in consultation with the Employer who reserves to himself the right of paying direct for any such goods or work and deducting the said prices or sums or provisional are provided or portions of same, be not required such prices or sums, together with profits allowed for the same and such additional amounts as the Contract may have allowed for carriage and fixing, will be deducted in full from the amount of the Contract. Whether the goods be ordered by the Contractor or otherwise, the Contractor shall receive and sign for such goods and be responsible for their safe custody as from the date of their delivery upon the works and shall be paid for fixing, where applicable, in terms of the Contract, and in the absence of special provision for such payment for fixing, in the Contract, shall fix the same, if called upon to do so, at his own cost. Fixing shall cover unloading, getting in, unpacking and return of empties and other incidental works.

(c) In cases in which provisional quantities of materials are contained in the Contract the Contractor shall provide such amounts or to greater or lesser amounts as the Architects shall direct in writing at the net rates at which he shall have priced such items in his Schedule of Quantities. Should however any such items be entirely omitted, which omission shall be at the Architects discretion no profit on such items shall be allowed to the Contractor.

(d) No prime cost sum or sums (or any portion thereof) shall be included in any certificate for payment to the Contractor until the receipted accounts relating to them have been produced by the Contractor to the Architects, such account shall show all discounts and any sum or sums in respect of such discounts shall be treated as a trade discount provided always that should the Contractor in lieu of producing such receipted

account request the Architects in writing to issue a certificate on the Employer for such sum or sums due either on account or in settlement to a Sub-Contractor direct, the Architects shall, upon satisfying himself that the Sub-Contractor is entitled to the same, so issue the certificate, and such sum or sums shall be deducted from the amount of the Contract at the settlement of accounts and any profit or further sum to which the Contractor is properly entitled in respect of such Sub-Contractor, and which is in conformity with the terms of the Contract, shall be allowed to the Contractor at the settlement of accounts as though the amount of such certificate to the Sub-Contractor had been included in a certificate drawn in favour of the Contractor.

(e) If the Contractor neither produces the receipt nor gives authority to the Architects to issue a certificate in favour of such Sub-Contractor direct, the Architect, may upon giving the Contractor seven days' notice in writing of his intention to do so issue to the Sub-Contractor such certificate direct on the Employer and obtain the receipt from the Sub-Contractor which receipt shall be deemed as discharge for the amount of such certificate as though given by the Contractor. In the event of such default on the part of the Contractor, he shall not be allowed any profit he may have added in the Schedule of Quantities upon such Sub-Contract.

(f) The exercise of the option before referred to by the Contractor and the issue of certificate before described to Sub-Contractor upon the Contractor's request or the issue to the Sub-Contractor direct of the certificate by the Architects shall not however, relieve the Contractor from any of the liabilities in respect of insufficient, faulty or incomplete work of the Sub-Contractor for which he may be liable under the terms of the Contract.

(g) If any provisional items are provided for work of a nature usually carried out by the Contractor in the ordinary course of his business the Employer shall give the Contractor an opportunity for tendering for the same without prejudice to the Employer's right to accept any or reject any or all of the tenders received.

### **32. Certificates and Payment:**

A bill in quantity in duplicate shall be submitted by the Contractor, each month on or before the date fixed by the Architect, or if no date be so fixed, by the 15<sup>th</sup> of the month, along with detailed measurements, also in quadruplicate for the work executed in the previous month, and the Architects shall, consistent with the stipulation in the appendix to these conditions of Contract regarding "value of work for Interim Certificates" (or at closer intervals at his discretion) check/take the measurements or cause the measurements to be checked/taken for the purpose of having the same to be verified and to the extent the work has been executed in accordance with the Contract, issue interim certificate, and the Employer shall make payment to the Contractor on the basis of such certificate within the period specified for honoring interim certificates (in the Appendix to the conditions of Contract), subject to retention of such sums at the percentage marked in the said Appendix.

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**33. Amount not paid in time to carry interest:**

Any amounts payable by the Employer to the Contractor in pursuance of any certificate given by the Architect hereunder shall if not paid within the "Period for Honouring Certificates" named in the Appendix, carry interest at the rates named in the Appendix as the "Rate of Interest" for delayed payment from the date upon which such sum ought to have been paid by the Employer until payment.

**33-A. Security deposit/Retention Money bears no interest:**

Retention money/Security deposit, or the balance of it available with the Employer, however, shall be refunded to the Contractor in the manner specified in the Appendix to the conditions of Contract and shall bear no interest whatsoever until the date of its return.

**34. Matters excepted from Arbitration:**

The decision, opinion, direction, certificates (except for payment) with respect to all or any of the matters under Clauses 2,4,7,9,13,17,19,28,30,42,43 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be valuation of the Architects or any refusal of the Architects to give any of the same shall be subject to the right of Arbitration and review in the same way in all respect (including the provision as to opening the reference) as if it were a decision of the Architect, under the following clause.

**35. ARBITRATION**

(i) All disputes or difference of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this Contract or the construction, remaining operation or effect there or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, foreclosure or breach of the Contract (other than those in respect of which the decision of any person is by the Contract expressed to be final and binding) shall after written notice by either party to the Contract to the other of them and to the Appointing Authority who shall be appointed for this purpose by the Employer (BOB) be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

ii) For the purpose of appointing the sole arbitrator referred to above, the Appointing Authority will send within thirty days of receipt by him of the written notice aforesaid to the Contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

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iii) The Contractor shall on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole arbitrator.

iv) If the Appointing Authority fails to send to the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Appointing Authority a panel of three names of persons who shall all be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid select any one of the persons named and appoint him as the sole arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole arbitrator within 30 days of receipt by him of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the Appointing Authority.

v) If the Arbitrator so appointed is unable or unwilling to and or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.

vi) The work under the Contract, shall however, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

vii) The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

viii) The arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

ix) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the Contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

x) 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 costs of the reference and of the award including the fees, if costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

xi) The award of Arbitrator shall be final and binding on both the parties.

xii) Subject to aforesaid the provisions of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

xiii) In all cases where the amount of the claim is in dispute is Rs. 75,000/- (Rupees seventy five thousand only) and above, the arbitrator shall give reasons for the award.

xiv) It is also a term of Contract that if Contractor(s) do / does not make any demand for arbitration in respect of any claim(s) within 90 days of receiving intimation from UIIC/ Architect that the bill after due verification is passed for payment of a lesser amount, or otherwise, the Contractor's right forfeited and UIIC / Architects shall be relieved and discharged of their liability under this agreement in respect of such claim(s). Further, it is agreed that for the purpose of this Clause, such notice is deemed to have been received by the Contractor(s) within 2 days of posting of the letter by UIIC/Architects or when delivered by hand immediately after receipt thereof by the Contractor(s), whichever is earlier. Further, a letter signed by the officials of UIIC / Architects that the letter was so posted to the Contractor(s) shall be conclusive.

36. Right of Technical Scrutiny of Final Bill:

Notwithstanding other clauses in this Contract, Employer shall have a right to cause a technical examination of the works and the Final Bill: of the Contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of the Final Bill:. If as result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Employer to recover the sum, the Contractor agrees for the same.

37. Employer entitled to recover compensation paid to work-men:

If, for any reason the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act 1923 (now EMPLOYEES COMPENSATION ACT 1923), or any other statutory regulations to pay compensation to a workman employed by the Contractor, in the execution of the works, the Employer will recover from the Contractor the amount of compensation so paid, and without prejudice, the Employer will be at liberty to recover such amount or any part thereof by deducting it from the security deposit or otherwise. The Employer shall not be bound to contest any claim made against him of the above, except on the written request of the Contractor and upon his giving to the Employer full security for all cost for which the Employer might become liable in consequence of contesting such claim.

38. Day work wages:

No day work shall be allowed unless the same has been written upon approved day sheet which shall be sent to the Architects week by week and within one week from the

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end of the week in which such work has been executed; the prior sanction in writing of the Architects shall be applied for and obtained before such work is executed. If any extra has been tendered as day work which in the opinion of the Architects should be measures, it shall be described in Clause 17.

39. War Damages:

If during the progress of the Works, the Republic of India shall become engaged in hostilities or warlike operations with any foreign power and if such hostilities or warlike operations either directly or indirectly involve or would involve either purely in loss or expense beyond that provided for in or reasonably contemplated by this Contract then, the employment of the Contractor under this Contract may be determined by either party given to the other 7 days' notice by registered post and the Contractor shall be paid by the Employer in respect of the works executed before such determination in accordance with the provision of Clause 31 of these Conditions. Such payment shall be without prejudice to the rights, if any, of the Employer to any defective work of the Contractor so far executed or otherwise. In the event of the Works or any part thereof or any materials on the site for use in the works being destroyed or damaged by war damage, the Contractor shall be under no liability whatsoever to repair, reinstate or make good the destruction or damage so caused and shall be entitled:

(a) to be paid the full value of work executed before such event and for all materials on the site for use in works (including the work or materials so damaged or destroyed).

(b) to be paid for any work done and materials supplied in and about the reinstatement or making good of any destruction or damage so caused upon such terms as may be agreed between the parties and in default of agreement upon the basis of prime plus a reasonable profit.

40. When Contractor dies:

Without prejudice to any rights or remedies under this Contract, if the Contractor dies, the Employer shall have the option of terminating the Contract without compensation to the Contractor.

41. Theoretical check (If supply is made by Employer to Contractor partially or wholly):

After the completion of the work the theoretical quantity of cement to be used on the work shall be calculated on the basis of local PWD/CPWD data, in the order thus written, over the theoretical quantity so calculated shall be allowed a variation upto 5% plus or minus. The difference in the quantity of cement actually supplied to the Contractor and the theoretical quantity including the authorized variation, if not returned by the Contractor at the place that may be specified, shall be recovered for at twice the supply

rate without prejudice to the provisions of the relevant condition regarding the return of surplus materials. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variations on the minus side as stipulated above), the cost of the quantity of cement not so used shall be recovered from the Contractor on the basis of the supply rate. The provision of the foregoing sub-clauses shall apply in the case of steel, if supplied, except that the theoretical quantity shall be taken as the quantity actually fixed and tied or erected in position, as per design or as authorised by the Architects and measured for payment at the steel work rate in the Bills of Quantities, including authorised lappages; over this theoretical quantity shall be added a variation upto 5% due to wastage being more or lesser and scrap steel of lengths less than 2 metres shall form part of the wastage and shall not be taken back as steel in good condition.

42. Return of surplus materials:

Notwithstanding anything contained in any or all of the Clauses of this Contract, where any materials for the execution of the work have been supplied by the Employer in whatever manner, the Contractor shall hold the said materials economically and solely for the purposes of this Contract and not dispose of them without the permission of the Employer and return if required what may be left with him after the completion of the Contract or at its termination for any reason whatsoever, on being paid or credited so at such prices as the Architects shall determine having due regard to the condition of the materials. The decision of the Architects in this regard will be final. Provided that the Contractor shall not be entitled to return any such material unless with such consent and if the Employer does not so require the material to be returned the Contractor may at his risk and expense dispose of the materials and he shall not be entitled to any compensation whatsoever in this regard and provided that steel in lengths of less than 2 meters shall not be deemed to be steel in good condition.

MISCELLANEOUS:

43. Site Drainage:

All water which may accumulate on the site during the progress of the works, or in trenches and excavations, from other than the excepted risks (as defined in this Contract) shall be removed from the site to the satisfaction of the Architects, at the Contractors expenses.

44. Nuisance:

The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties in and near the site and to the public generally.

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45. Watching and Lighting:

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary as required by the Architects for the protection of the works or for the safety and convenience of those employed on the works or the public.

46. Taxes and rates:

The Employer is entitled to deduct all taxes and rates or any duties by whatever name called as per existing laws and rules, from any moneys due or that may become due to the Contractor.

47. General Indemnity:

The Contractor shall indemnify the Employer from and against all claims, demands, proceedings, damages, costs and expenses which may be brought or made against the Employer or to which it may be put by reason of the Contractor not conforming to or complying with any of the provisions or requirements of any Act or Statute, Central or State, Rules, Regulations, Bye-laws of local Authorities, Panchayat, Collector or any other Companies relating to or in connection with the works or to labour or for supply of water, light or other amenities at the site.

DATE:

SIGNATURE(S) OF CONTRACTOR(S)

**LIST OF APPROVED MATERIALS FOR INTERIOR WORK FOR  
UNITED INDIA INSURANCE COMPANY LTD.**

<b>Sl no</b>	<b>Name</b>		<b>Approved Make</b>	<b>Bidder to Specify the make proposed to be used.</b>
1)	Hard wood	:	Cheru teak/ Mahagony All wood must be well seasoned, free from knots, Other defects due to handling and transportation. Wherever necessary, provide with anti-termite	
2)	Pre laminated wood particle board	:	Archiply/ Butan board	
3)	Plywood & Block board	:	Green/ Century/ Prestige/ Kitply	
4)	Laminate (1 mm thick of approved colour)	:	Merino/ Sundeck/ Greenlam/ Century	
5)	Adhesive	:	Fevicol VC31 / SR / SH	
6)	Glass	:	Modiguard/ Saint gobain (Float glass) Thickness as Specified.	
7)	Fixtures	:	Ebco / Approved	
8)	Paint(Enamel/ Emulsion)	:	Berger / Asian	
9)	Mortice Lock, Fittings	:	Godrej/ Erky	
10)	Aluminium Section	:	Jindal make	
11)	Flooring (Ceramic Tile / Vitrified Tile)	:	Kajaria / Bell/ Marbitto / Marbonite / Naveen	
12)	Counter Top	:	20 mm thick granite slab of approved colour	

Note:

All other materials not specified should get prior approval from the Client/ Consultant before purchase/ installation.

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**LIST OF APPROVED MATERIALS FOR ELECTRIFICATION WORK FOR  
UNITED INDIA INSURANCE CO. LTD.**

<b>Sl no</b>	<b>Name</b>		<b>Approved Make</b>	<b>Bidder to Specify the make proposed to be used.</b>
1 )	SFU/ Isolator	:	L&T/ ABB/ Havells/ Siemens	
2)	Change over switch	:	L&T/ Havells / HPL (On load type)	
3)	Wire	:	Finolex / Q- flex/ V-guard/ Anchor/ Havells.	
4)	Conduits	:	Avon plast / Precesion/ Supreme/ Approved.	
5)	DB / MCB / ELCB	:	MDS / MK/ Havells/ Standard	
6)	Metal clad Plug & Sockets	:	MDS/ Havells/ Anchor	
7)	Switches–Modular Type	:	Anchor/ Havells/ Crabtree/ Legrand	
8)	Cables	:	Paragon / Premier / Rallyson / ATC / Approved	
9)	Light Fittings	:	Wipro / Philips	
10)	Ceiling / Wall fan	:	Crompton greaves / Havells/ Khaitan/ V-guard	
11)	Exhaust fan	:	Almonard/ Bajaj	
12)	Lan Cable	:	D-link/ CCI/ Omega / Finolex	

**NOTE:-**

All other materials not specified should get prior approval from the Consultant / Client before purchase / installation.

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### **POWER CABLING**

- UPS power of 230V AC +/- % as per regulation and 50Hz frequencies.
- Dedicated electrical earth should be provided at the output of the UPS and this earth should not be mixed with input power earth at UPS input power.
- All power points should be 6A-3 pin (unless specified 16A for servers and heavy duty printers) must get same electrical earth, which is dedicated earth at UPS output.
- Maximum voltage between Earth and Neutral should be less than 2V at all the power points.
- There should not be looping of electrical connections. For group of each maximum three 6A power points there should be separate set of three wires (Phase, neutral and earth) running from UPS to the power points.
- All servers and heavy duty printers should be provided with 16A/6A power points. Each server power point (16A/6A) should have two adjacent power points.
- Dedicated electrical earth for computer system should not be mixed with electrical earth of appliances like air conditioners, fans and lights.
- Data cabling should be done using Cat-6 UTP cable certified for 100MBPS Speed.
- It is recommended to use structured cabling components like jack panels, information outlets, mounting cords etc.
- All the above components are supplied only by vendors like AT&T (Lucent Technologies), MOD TAP, AMP, Siemens, IBM & Beldon.
- As far as possible all the jack panels should be installed at one location in the branch. This location should have least disturbance while cleaning and for movements in the office and should have better service access.