

PROPOSED REPAIR AND RENOVATION WORK
FOR

UNITED INDIA INSURANCE CO. LTD,
SURAT RESIDENTIAL PREMISES,

SURAT

TENDER SCHEDULE.

Part 1. Terms & Conditions

CONSULTANTS:

RAJENDRAKUMAR J PATEL
Architect & Valuer

147/C, Vaikunthdham Society, Manjalpur Township No.01,
Darbar Cross Road, B/h.Ganesh Hall, Manjalpur, Vadodara-390 011
Mobile No:9879063329

Last date for submission of Sealed Tender: **15.00 Hrs. (IST) on 19.10.2022**
Opening of Sealed Tenders: 15.30 Hrs. (IST) on 19.10.2022

Tender to be submitted to:

Regional Manager (Estate),
United India Insurance Co Ltd
Regional Office,
5th Floor, Suraj Plaza-II,
Sayajigunj,
Vadodara

Issued to: _____

NOTICE INVITING TENDER (NIT)

Sealed tender is invited in two bid system from CONTRACTORS for taking up Maintenance, Repair and Renovation works at Surat Residences(As per the list attached Annexure I herewith)

1	Name of the work	Proposed Maintenance, Repair and Renovation Surat residences(As per the list Annexure I attached)
2	Cost of application/tender document	Tenders may be downloaded from the United India Insurance Co. Ltd s web site.
3	Date and Time where tender forms are available. Details of web site	From 3.00 pm on 17.09.2022 Web site details: www.uiic.co.in/tenders
4	Time and last date of Submission of tender	Up to 3.00 pm on 19.10.2022
5	Place and Address for submission of tender/contact person/telephone no./e-mail address	Regional Manager (Estates), United India Insurance Co Ltd 5 th Floor, Suraj Plaza-II, Sayajigunj, Vadodara-390020
6	Date, Time and place of opening of tenders	On 19.10.2022 at 3.30 pm at the address as detailed in (5) above.
7	Earnest Money Deposit	Rs.10,000/- in the form of Demand Draft, payable at Vadodara , drawn in favor of “ United India Insurance Co Ltd ”.
8	Initial Security deposit	2% of the total amount quoted in the tender
9	Total Security Deposit	10%(inclusive of Initial Security Deposit)
10	Terms of payment of Bills, if any	On actual works done basis, post completion and after due verification, certification of work by consultant.
11	(Penalty clause) Liquidated damaged	In case of delay a penalty at the rate of 1% of the value of the estimated cost per week subject to a maximum of 10% of value of work done would be strictly imposed.
12	Stipulated time for completion of the work/supply	90 days
13	Estimated value of tender	Rs. 40,00,000/-
14	Validity period of the tender	Three Months
15	Taxes	Rates quoted to include GST & any other statutory obligation/tax on material or on finished works like works contract tax, turn over tax, service tax etc., in respect of this contract as applicable including transportation and TA/DA of the workers at site and the United India Insurance Co. Ltd will not entertain any claim whatsoever in this respect. However I.T will be deducted at source.
16	Electronic Payment	Electronic payment shall be preferred.
17	Period of Site Inspection	21.09.2022 to 28.09.2022
18	Pre Bid Meeting Date and Time	30/09/2022 at 3.00 PM
19	Contact Person/Mobile No.	Mr.Ujjval Vaidya – 83208 57237

BILL OF CONTENTS

SL.NO.	PARTICULARS	PAGE	
		FROM	TO
1.	NOTICE INVITING TENDER	4	7
2.	FORM OF SUBMISSION OF TENDER	8	9
3.	GENERAL NOTES	10	12
4.	GENERAL CONDITIONS OF CONTRACT	13	29
5.	SPECIAL CONDITIONS	30	37
6.	FORM OF AGREEMENT	38	40
7.	SCHEDULE OF APPROXIMATE QUANTITIES AND RATES	41	41
8.	LIST OF APPROVED MATERIALS	42	43
9.	DECLARATION	44	44

**EMD OF Rs.10,000/- BEING 0.25% OF THE ESTIMATED COST,
SHOULD BE PART OF ENVELOPE**

NOTICE INVITING TENDER

M/S _____

Dear Sirs,

PROPOSED MAINTENANCE, REPAIR AND RENOVATION WORKS AT SURAT RESIDENTIAL FLATS(AS PER ANNEXURE I)

Sealed tenders are invited in single bid system i.e. Price bid for maintenance, repair and renovation works at **SURAT RESIDENCES (AS PER ANNEXURE I)** from contractors.

1. Contract documents consist of technical specification, schedule of quantities of the various classes of work to be done, and the set of conditions of contract to be complied with by the person whose tender may be accepted.

Tenders which should always be placed in one envelope, with the name of the project written on the envelope will be received till 3.00 pm on 19.10.2022 in the office of “Regional Manager (Estate), United India Insurance Co Ltd, Head office, 5th Floor, Suraj Plaza-II, Sayajigunj, Vadodara-390020”

1. Envelope should contain Earnest Money Deposit & Price bid. The envelope will be opened on **19.10.2022 at 3.30 pm**. The committee constituted for the purpose shall open & scrutinize the documents furnished in the envelope. The decision of the committee of shall be final.
2. The contractors should quote in figures as well as in the words the rates, and amount tendered by them. The amount for each item should be worked out and the requisite totals given. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates, figures and words. However, if a discrepancy is found the rates, which correspond with the amount worked out by the contractor shall be taken as correct. If the contractor does not work out the amount of an item or it does not correspond with the rate written either in figure or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rates quoted by the contractor will be taken as correct and not the amount.
3. The tender document must be filled in English and all the entries must be made by the hand and Written in ink. If any of the documents are missing or un-signed, the tender shall be considered invalid.
4. Earnest money amounting to **Rs.10,000/- (Rupees Ten Thousand only)**, is to be deposited with the tender in the form of Demand Draft payable at Vadodara and drawn in favor of , United India Insurance Co, otherwise the tender is liable for rejection.

5. The successful tenderer will have to pay an amount of initial security deposit, which shall be 2% of the accepted value of the tender including the EMD, by means of D.D. in favor of the “**United India Insurance Co. Ltd**” payable at Vadodara. The initial security deposit is to be paid by the Contractor to United India Insurance Co. Ltd. Within 7 days of intimation to him of the acceptance of the tender. The initial security deposit will be kept with the United India Insurance Co. Ltd. for the duration of the contract period and will be returned to the contractor without any interest, after issue of the virtual completion certificate.
6. The acceptance of a tender will rest with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
7. The work has to be carried out/ executed in our Company owned residential premises without causing any inconvenience to the occupants.
8. All compensation or other sums of money payable by the Contractor to Clients under the terms of this contract may be deducted from the security deposit, or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall within 7 days of being asked to do make good in cash or by cheque any sum which have been deducted from his security deposit.
9. Tender containing any condition leading to unknown / indefinite liability, are liable to be summarily rejected.

If at all any rebate(s) is/are to be offered the tenderer shall first quote his rates strictly on the terms and conditions stipulated in tender document and then show separately rebate(s) offered specifying the conditions for such rebate(s). Failure to follow this procedure will render the tender liable to summarily rejection.

10. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. The tenderer should quote their (own) rates for undertaking the work.
12. All taxes including GST & any other statutory obligation / tax on material or on finished works in respect of this contract, as applicable, shall be payable by contractor including transportation and TA / DA of the workers at site and the United India Insurance Co. Ltd will not entertain any claim whatsoever in this respect.
13. Income Tax will be recovered as applicable as per Government Rules.
14. Retention amount equivalent to 8% of the gross value of work done, subject to a ceiling as detailed in (15) below, will be deducted from each running account bill and will be returned to the contractor, without any accrued interest, after one year from the date of virtual completion of the work.

15. **The total security deposit on the contract will equal to Initial Security deposit (2%) plus Retention Money (8%).**
16. The work so completed will be under a Defect Liability Period of One year from the date of virtual completion.
17. All taxes including GST, Sales Tax or any other tax on material or on finished works like works contract tax, turn over tax etc. in respect of this contract shall be payable by contractor and the United India Insurance Co. Ltd will not entertain any claim whatsoever in this respect.
18. Time is the essence of the contract. **The work should be completed in 90 days** from the date of the work order issued to the contractor to commence the work. The successful Contractor will have to give CPM/PERT chart of various activities of works to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 7 days from the date of acceptance of the tender.
19. Tenders for works shall remain open for acceptance for a period of **90 days** from the date of opening of tenders. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender which are not acceptable to the United India Insurance Co. Ltd., then the United India Insurance Co. Ltd. Without prejudice to any other right or remedy be at liberty to forfeit the earnest money.
20. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority in the United India Insurance Co. Ltd.
21. The tenderer should visit the site to ascertain the working conditions and local authority regulations / restrictions if any and other information required for the proper execution of the work.
22. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. United India Insurance Co. Ltd, reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment / before. Contractor will be paid for the actual work done at the site duly verified by the concerned official of the United India Insurance Co. Ltd.
23. The unit price shall be deemed to be fixed price. In case of extra items, a record of labour charges paid shall be maintained and shall be presented regularly to the Employer's for checking. The settlement will be made based on figures arrived at jointly and taking unit price given in the contract assigned to the successful Tenderer. In case of extra items where similar or comparable items are quoted in the tender, extra rates shall be based on tender rates.
24. If the rate quoted by the contractor for any item / items are not workable or abnormally lower than the market rate, the United India Insurance Co. Ltd may demand guarantee from the contractor for satisfactory completion of these work. The United India Insurance Co. Ltd., guarantee amount will be not less than 50% of the estimated amount of the items

for which the rates are not workable or abnormally low. This United India Insurance Co. Ltd., guarantee will be released after completion of these works (unworkable and abnormally low rated items) to the satisfaction of the United India Insurance Co. Ltd.

25. Each and every page of the PRICE BID must be signed by an authorized person.

26. No employee of the United India Insurance Co. Ltd is allowed to work as a contractor for a period of 2 years of his/her retirement from United India Insurance Co. Ltd Services without previous permission of the United India Insurance Co. Ltd . This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of United India Insurance Co. Ltd. as aforesaid before submission of the tender or engagement in the contractor's service.

27. Sealed tenders in prescribed form in single envelope (containing Earnest Money Deposit, in form of DD Drawn in favor of United India Insurance Co., Payable at Vadodara & Price bid) are to be addressed and sent to The Regional Manager, Estates Department, United India Insurance Co. Ltd , 5th Floor, Suraj Plaza-II, Sayajijunj, Vadodara-390020 .

28. Estimated Cost: Rs.40,00,000/-

**Regional Manager (Estate),
United India Insurance Co Ltd
Regional Office,
5th Floor, Suraj Plaza-II, Sayajijunj,
Vadodara**

FORM OF SUBMISSION OF TENDER

(To be filled by the tenderer)

**Regional Manager (Estate),
United India Insurance Co Ltd
Regional Office,
5th Floor, Suraj Plaza-II, Sayajiunj,
Vadodara.**

Dear Sir,

Ref: PROPOSED REPAIR & RENOVATION WORK IN COMPANIES SURAT RESIDENTIAL PREMISES

I / We the undersigned have carefully gone through and clearly understood, after visiting the site, and studying tender documents comprising of the tender form, Notice of Contractors, Agreement and Conditions of building contract, Special Conditions, Specifications and Schedule of Probable Quantities prepared by your **Architect Mr. Rajendrakumar J Patel**, 147/C, Vaikunthdham Society, ManjalpurTownship No.01, Darbar Cross Road, B/h.Ganesh Hall, Manjalpur, Vadodara-390 011

I / We do here by undertaken to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted.

I / We are depositing as earnest money sum of to **Rs. 10,000/- (Rupees Ten Thousand only)**, by demand draft in favour of United India Insurance Co. Ltd., payable at Vadodara, along with this tender for due execution of the work at my / our tendered rates together with any variations which shall be adjusted at prices based by the Architects / Employer on our tendered rates.

In the event of this Tender being accepted I / We agree to enter into an agreement as and when required and executed the contract according to your form of Agreement, in default whereof, I / We do hereby bind my-self / ourselves to forfeit the aforesaid deposit.

I / We further agree to complete the work included in the said schedule of quantities within 90 days from the date of the work order issued to commence the same.

Date of commencement shall be either one week, from the date of the acceptance letter is issued to the contractor or day on which the contractor is instructed to take possession of site whichever is letter.

I / We agree not to employ sub-contractors other than those that may be approved by Architects / Employer.

I / We agree to pay Government, GST and all other taxes.

I / We agree to pay Government and all other taxes as prevailing form time to time, on such items for whom same is to be levies, and the rates quoted by me / us are inclusive of the same.

Yours faithfully,

Contractor's Signature_____

Designation _____

Address_____

1.

2.

3.

General Notes

1. PROCEDURE OF FILLING AND SUBMISSION OF TENDER

- i) The tenderers should quote their rates in figures and words where the quantities have been indicated in the relevant items of the schedule of quantities, failures to do so may invalidate the tender. Erasing or over writing shall not be allowed. Corrections in the tender should be avoided if this becomes unavoidable, the entire rate (and not a portion only) shall be scored out and signed (not simply initiated) by the tenderer as token of such cancellation. A fresh rate in specified manner shall then be correctly written.
- ii) In the event of the tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so, and if called for, the legal documents in support thereof must be produced for inspection and the same in the case of the firm carried out by one member of a joint family. It must disclose, that the firm is duly registered under the India Partnership Act. Any tender signed by a member not holding a power of attorney shall be treated as informal.
- iii) All corrections are to be initiated.
- iv) The tenderer is to quote this rate in ink both in words and figures in English. In case of any variation, the rates quoted in the words in the “Original” copy of the tender shall only be valid. The tender shall be clearly and legibly written and whole writing must be by the hand of the person signing the tender and with the same pen and ink. Failure to do so may invalidate the tender.

The employer reserves to itself the right to accept the lowest or any tender or split up and distribute any items of work to any specialist firm or firms without assigning any reason. The employer reserves the right to split up and distribute the work to more than one tenderer, if necessary. Person tendering shall submit and return together with his tender, this condition of contract, specifications and the priced schedule of quantities and all set of papers signed on all the pages in a sealed cover. Signature will be deemed to be the acceptance of the contents of these tender papers by the tenderer. All enclosures to the tender shall be in duplicate.

Tenderer shall note that their tenders shall remain open for acceptance for a minimum period of three months from the date of opening the tenders. The tender must be unconditional. Conditional tenders may be summarily rejected.

Submission of tenders:

The tenders duly signed by the tenderer in a sealed cover are to be submitted at the office as mentioned in the tender notice. The authorized representatives of tenderer may be present during opening of the tender.

The vendors need to submit two covers i. Technical Bid - ii. Price Bid in separate covers and put both the covers in one envelope with heading as “Surat Residential Premises Tender Quote”.

2. RATES TO INCLUDE:

While quoting their rates the tenderer should include the following if otherwise not stated herein before.

- a) Necessary cost of taking samples of materials supplied by them for construction including cement and steel, wood/tiles etc., testing of the same at Govt.'s / approved laboratory including transportation, cost of the samples, as and when required.
- b) Submission of test reports of other materials as may be specified by Architects or United India Insurance Co. Ltd.'s Engineer.

3. STORAGE OF MATERIALS:

The contractor shall not store their materials and debris within the premises other than the work site handed over to him.

4. LABOUR HUTMENT:

Shelter or stay for the labours has to be arranged by the contractor at his own expense and responsibility.

5. IDLE LABOUR:

In case the construction work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer / Architects or for any of the conditions as per Article 30, the contractor shall be allowed reasonable extension of time by the employer but any claim for idle labour shall lie under the above conditions. Contractor's quoted rates should include for all such contingencies.

6. The contractor shall engage one competent person at site who shall take the instructions from the Architects. The work should not suffer due to lack of supervision, manpower and materials.
7. The Contractor is required to co-ordinate his works along with other agencies working at site. He has to reimburse any of the damage made by him or any of his representatives for any of the other agency or owner at site.
8. Making of any cut-out / opening for electrical wiring / fitting in any of false ceiling, partition, Paneling, masonry work etc., and providing panels of the same finish in partitions, paneling shall not be paid extra.
9. The contractor is required to fabricate a sample where required, or any item so installed for approved. Any changes made by the Architect's / Employers, in the sample to the specifications as mentioned in the tender, shall not be deducted or paid extra. The bulk production of the furniture can only be taken up after the final approval of the sample of the item.

10. The partitions shall be so fixed that all joinery work is in plumb and true in line. The partition frame shall be firmly fixed to the floor and ceiling by using suitable wall plugs and screws.
11. The contractor shall check all dimensions before fabricating and fixing the partitions or ceiling in position at site.
12. All measurements given in the schedule hereunder are for the purpose of tender only. Payment will be made on actual measurement of the work done.
13. All measurements shall be as per relevant I.S.I. standards.

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried out as per standard specifications and under the direction of Employer / Architect.

1. INTERPRETATION

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

- I. **Employer:** The term employer shall denote **United India Insurance Co. Ltd** with their Regional office, Vadodara and any of its employees representative authorized on their behalf.
- II. **Architects / Consultants:** The term Architects shall mean **Mr. Rajendra J. Patel** or in the event of his / their ceasing to be the Architects for the purpose of this contract such other persons as the employer shall nominate for the purpose.
- III. **Contractor:** The term contractor shall mean _____ (Name and address of the contractor) and his / their heirs, legal representatives, assigns & successors.
- IV. **Site:** The site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erection thereon, allotted by the employer for the contractors use.
- V. **Site Engineer:** Any other Engineer appointed from time to time by the Employer and certified in writing to the Architects and the Contractor, to act as Engineer for the purpose of the Contract in The place of the said.
- VI. **Drawings:** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer during the execution of the work.

All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Employer / Architects shall be given access to such drawings or schedule of quantities wherever necessary.

In case any detailed Drawings are necessary contractor shall prepare such detailed drawings and / or dimensional sketches therefore and have it confirmed by the Employer / Architects as case may be prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

- VII. “The Works”** shall mean the work or works to be executed or done under this contract.
- VIII. “Act of Insolvency”** shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency act or any amending status.
- IX. “The Schedule of Quantities”** shall mean the schedule of quantities as specified and forming part of this contract.
- X. “Priced Schedule of Quantities”** shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.
- XI. “Contract”** shall mean the Articles of Agreement, the general conditions special conditions, the appendix, the schedule of quantities, specifications and drawings attached here to and duly signed.
- XII. ”Contract Price“** shall mean the sum named in the Tender subject to such additions thereto or deductions therefrom as may be made under the provisions hereafter contained.
- XIII. ‘Notice in Writing’** or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or 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.
- XIV. “Net Prices”** any arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items if 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. Providing 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 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 account shall be hold to mean rates or prices so arrived at.

- XV. “Virtual Completion”** shall mean the building is in the opinion of the Architect and Employer fit for occupation.
- XVI.** Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa where the Context requires.

2. SCOPE OF CONTRACT

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Architect and Employer. The Architect with approval of Employer issue further drawings and / or written instructions, details directions and explanations which hereafter collectively referred to as “Architect’s Instructions”. In regard to:

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and / or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability Period).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer’s or his agent / Architect’s instructions, provided always that verbal instructions, directions and explanations given to the contractor’s or his representative upon the works by the Employer’s or his agent / Architects shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer or his agent / Architects. The employer in consultation with the Architects as provided in clause “variation” shall fix rates of items not mentioned in the priced schedule of quantities.

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

3. TENDERS SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the employer or his agent / Architect might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. TENDERS

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initial / signature will indicate the acceptance of the tender papers by the tenderer.

(Also see general rules and instructions for the guidance of Tenderers)

The schedule of quantities shall be filled in as follows:

- I. The "Rate" column to be legibly filled in ink in both English figures and English words.
- II. Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule of Quantities".
- III. All corrections are to be initialed.
- IV. In case of any errors / omissions in the quoted rates, the rates given in the tender marked "original" shall be taken as correct rates.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender paper.

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders of each section or to split up and distribute any item of work to any specialist firm or firms, without assigning reasons.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer / Architects detailed analysis of any or all the rates shall be submitted. The Employer / Architects shall not be bound to recognize the contractor's analysis. All corrections are to be initialed.

The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract, unless otherwise specified.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any items of work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the Employer / Architects.

The employer has power to add to, omit from any work as shown in drawings or described in specifications or include in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of three months from the date of opening of the tender.

5. AGREEMENT

The successful contractor will be required to sign agreement in accordance with the draft agreement from enclosed and the schedule conditions. The contractor shall pay for all stamps and legal expenses, incidental thereto. However the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person so tendering whether such formal agreement is or is not subsequently executed.

6. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:

The Contractor shall confirm to the provisions of the statutes relating to the works, and so to the regulation and bylaws of an local authority, and of any water, lighting and other companies on authorities with whose systems the structures are proposed to be connected and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming given to the Architect's written notice, specifying the variations proposed to be made and the reason for making it apply for instruction thereon. In case, the Contractor shall not within the 10 days receive such instruction, he shall proceed with the work conforming with the provisions, regulations or bylaws in questions.

The Contractor shall bring to the attention of the Architect all notices required by the said acts, regulations or bylaws to be given to any Authority, and pay to such authority or to any Public Officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Architect /Employer.

The Contractor shall identify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Architects, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

7. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all duties royalties, cess and sales tax, works contract tax or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained.

8. NOTICES AND STATUTORY REGULATIONS:

The contractor shall give all notices and pay all fees and shall comply all Acts and Regulations for the successful completion of the contract works.

The whole of the work is to be complied with as per the requirements and bylaws of the relevant statutory authorities including contract labour (Regulation and Abolition) Act 1970.

9. QUANTITY OF WORK TO BE EXECUTED

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure of the Architects shall be considered to be approximate and no liability shall attach to the Architect for any error may be discovered therein. The Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

The Contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and / or the Schedule of Rates and Prices, which rates and prices shall cover all things necessary for the completion of the works.

10. OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by the other Agency, or persons and contractor shall allow all reasonable facilities and use of his scaffoldings for the execution of such work. The main contractor shall extend all cooperation in his regard.

11. EARNEST MONEY AND SECURITY DEPOSITS

The tenderer will have to deposit an amount of **Rs. 10,000/- (Rupees Ten Thousand only)** in the form of demand draft drawn in favour of **United India Insurance Co. Ltd** payable at Vadodara, at the time of submission of tender as an Earnest money. The employer is not liable to pay any interest on the earnest money. The Earnest money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 2% of the value of the accepted

tender including the Earnest Money. The initial security deposit will have to be made within 7 days from the date of acceptance of tender, failing which the employer at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bills @ 8% of the gross value of each running bill.

Hence Total Security Deposit = ISD (2%) + Retention Money (8%)

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown described therein provide that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer / Architects whose decision shall be final and binding.

13. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

The Contractor shall be allowed admittance to 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 to complete the same (except such painting or other decorative work as the Architect may desire to delay). On or before the “Day of Completion” stated in the Appendix subject nevertheless the provision for the extension of time hereinafter contained.

If in the opinion of the Architect the works be delayed:

- a. by force major or
- b. by reason of any exceptionally inclement weather or
- c. By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor’s won default or
- d. By the works or delays of the contractors tradesmen engaged or nominated by the Employer / Architect and not referred in the Schedule of Quantities and / or specifications or
- e. By reason of civil, commotion, local combination of workmen or strike or lock-out effecting any of the buildings traders or
- f. By reason of the Architect’s instructions as per clause 2, or

- g. In consequence of the Contractor not having in due time, necessary instructions from the Architect for which he shall have specifically applied in writing ahead of time, giving the Architect reasonable time to prepare such instructions, the Architects shall make a fair and reasonable extension of time for completion of the Contract works.

In case of such strike or lock-out, the Contractor shall as soon as possible, give written notice thereof to the Architect, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the Architect to proceed with the work.

The Contractor on starting the works shall furnish to the Employer / Architect a PERT / CPM Programme for carrying out the work stage in the stipulated time for the approval of Architect / Employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of the work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week by Architect a weekly progress report stating the number of skilled and unskilled laborers employed on the work, working hours done, place, type, and quantity of work done during the period.

The Contractor must inform the Architect within 10 days in advance of all drawings and detailed required by him from time to time. The Contractor shall adhere to the approved program and arrange for the materials and labour etc. accordingly.

Despite repeated instructions, if the Contractor fails to show proportionate progress of the work, the Architect / Employer may take suitable action and deemed fit without prejudice to any terms and conditions of the contract

14. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer /Architects within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at 1% of contract amount for each week beyond the date that the work remains incomplete subject to maximum of 10% of the contract value (without extra items).

15. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer / Architects written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer / Architects written notices specifying the variations proposed to be made and reasons

for making them and apply for instruction thereon. The Employer / Architects on receipt of such intimation, shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

16. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS.

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer / Architects during the execution of the work and to his entire satisfaction.

All mandatory tests shall be carried out as per CPWD specifications. If required by the Employer / Architects, the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer / Architects at his own cost to prove that the materials etc., under test conform to the relevant I. S. I. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube), transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. **Samples of all materials to be used must be submitted to the Employer / Architects when so directed by the Engineer / Architects and written approval from Employer / Architects must be obtained prior to placement of order.**

Any damage (during constructions) to any part of the work for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

17. REMOVAL OF IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer / Architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer / Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. **No certificate, which may be given by the Architects, shall relieve the contractor from his liability in respect of unsound work or bad materials.**

18. SITE ENGINEER

The Employer may appoint a Site Engineer or clerk of works who shall be representative of the Employer and also of the Architect. The duties of the Employer representative are to watch and supervise the works and to test any materials to be used of workmanship employed in connection with the works. He shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The contractor shall afford the Employer's representative every facility and assistance for examining the works and materials and checking the measuring time and materials. Neither the Employer's representative nor any assistant to the Architect shall have power to revoke, alter enlarge or relax the requirements of this Contract, or to Sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Architect / Employer.

The Employer's Representative shall have to give notice to the Contractor or his foremen about the non-approval of any work or materials and such works shall be suspended or the use of such material should be discontinued until the decision of the Architect is obtained, the work will from time to time be examined by the Architect or the Employer's representative but such examinations shall not in any way exonerate the Contractor from the obligation to remedy defects which may be found to exist at any stage of the work of after the same is completed. Subject to the limitations of this cause, the Contractor shall take instruction from the Architect / Employer.

19. CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer / Architects. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local labourers on the work as far as possible. No labourer below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

- a) The payment of Wages Act.
- b) Employer's Liability Act.
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation & Abolition) Act. 1970 and Central Rules 1971
- e) Apprentices Act 1961
- f) Minimum Wages Act
- g) Any other Act or enactment relating thereto and rules framed there under from time to time.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The contractor shall comply at his own cost with the order for requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works report such accident to the Employer and also to the competent Authority where such report is required by law.

Liability arising from damages/injury or death to the property/employees of the client, contractor, third party or general public is to be fully borne by the contractor. The contractor is required and assumed to have the required insurance for the same.

20 DISMISSAL OF WORKMEN

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct him. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

21. ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

22. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, 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. The 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 or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury of damage under any acts on compensation or damage consequent upon such claim.

The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the Employer and contractor and the policy lodged with the Employer. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for any thing, which may be excluded

from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

23. MEASUREMENTS

Before taking any measurement of any work the Site Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and contractor shall have no right to dispute the same.

The Employer / Architect shall issue a certificate after due scrutiny of the Contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honouring certificates named in these documents.

24. PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by the Employer's / Architects. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the qualities of work done and must show deductions for all previous payments, retention money, etc.

The Employer / Architect shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honouring certificates named in these documents.

The Employer will deduct retention money as described in clause 11 of these conditions. The refund of retention money will be made as specified in the said clause.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removal and taken away and reconstructed, or re-erected or be considered as and admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final

settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one week of the date fixed for completion of the work or of the date of certificate of completion furnished by the Architect and payment shall be made within one week from the date of receipt of Architect's certificate.

Final Payment

The final bill shall be accompanied by a certificate of completion from the Employer / Architects. Payments of final bill shall be made after deduction of Retention Money as specified in clause 11 of these conditions, which shall be refunded after the completion of the Defects Liability Period after receiving the Employer's / Architect's certificate that the contractor has rectified all defects to the satisfaction of the Employer / Architects. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

25. VARIATION / DEVIATION

The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The Employer / Architect can increase or decrease any quantities to any extent or even delete particular item as per the site requirements and the contractor shall not be paid anything extra on this account. Nothing extra will be paid by the United India Insurance Co. Ltd., on account of omission / deletion of items or decrease in the quantity of items. The United India Insurance Co. Ltd shall not entertain any claim whatsoever from the contractor on this account.

The price of all additional items / non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

26. SUBSTITUTION

Should be contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer / Architects in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Employer / Architect has to be obtained in writing.

27. CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Architects.

28. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults, which may appear within 12 months after completion of the work. In the default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the amount retained under clause no.11 together with any expenses the Employer may have incurred in connection therewith.

29. CONCEALED WORK

The contractor shall give due notice to the Employer/Architects whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer/ Architect be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer / Architects shall be accepted as correct and binding on the contractor.

30. IDLE LABOUR

Whatever the reasons may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

31. SUSPENSION OF WORKS

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this 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 to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clause 43. (Termination of Contract by Employer)

32. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the United India Insurance Co. Ltd may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of 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 determine and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same 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 persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor to remove his surplus materials after receipt by him the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

33. **ARBITRATION**

All disputed or differences 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 this contract or effect thereof 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 Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators.

- a. Retired High Court/Supreme Court judge who have experienced in handling Arbitration Cases.
- b. Member of Council of Arbitrators
- c. Fellow of the Institution of Engineers
- d. Eminent Retired Chief Engineer from State/Central PWD/Public sector undertaking of good reputation and integrity
- e. Fellow of Indian Institute of Architects

The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer 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 Competent Authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

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.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing date of the first hearing.

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

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.

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

Subject to aforesaid the provisions to the Arbitration Act. 1992 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.

The Employer and the contractor hereby also agree that arbitration under clause shall be condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

SPECIAL CONDITIONS OF CONTRACT

1. DRAWINGS AND SPECIFICATIONS

The works shall be carried out to the entire satisfaction of the EMPLOYER and the Architect, in accordance with the signed drawings and specifications and such further drawings and details as may be provided by the Architect, and in accordance with such written instructions, directions and explanations as may from time to time be given by the Architect, whose decision as to the sufficiency and quality of the work and materials shall be final and binding upon all parties. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions directions or explanations, be in the opinion of the contractor extraction that comprised in or reasonably to be inferred from the contract he shall before proceedings with such work, give notice in writing to this effect to Architect, and in the event of the Architects agree to the same in writing the contractor shall be entitled to an allowance in respect of such extra work as on authorized extra. If the Architect and the contractor fail to agree as to whether or to there is an extra, then, if the Architect decided that the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra, and it so the amount thereof, shall failing agreement, be settled by Arbitration as hereinafter provided, but such references shall in no way delay the fulfillment of this contract.

No drawings shall be taken as in itself on order for variation unless, in addition to the Architect's signature, it bears express words stating that is intended to be such an order or bears a remark "**VALID FOR EXECUTION**". No claim for payment for extra work shall be allowed unless the said work shall have been executed under the written directions of Estates Department, UIIC.

One complete set of the signed drawings and specification and scheduled of quantities shall be furnished by the Architect to the Contractor. The Architect shall

furnish within such time, as he may consider reasonable, one copy of any additional drawing, which is his opinion, may be necessary for the execution of any part of work. Such copies shall be kept at the works, and the architect or his representatives shall, at all reasonable time have access to the same and shall be return to the Architect by the contractor before the issue of the Final certificate. The contract shall remain in the custody of the Architect, and shall be produced by him at his office as and when required by the Employer or by the contractor.

2. INSPECTION OF DRAWINGS

Before filling in the tender, the contractor will have to check up all drawings and schedule of quantities, and will have to get an immediate clarification from the Architect on any point that he feels is vague or uncertain. No claim of damages or compensation will be entertained on this account.

3. EXECUTION OF WORK (PRICES TO INCLUDE)

The whole of the work is described in the contract a (including the schedule of Quantities, the specifications and all drawing pertaining there to) and as advised by Employer / Architect from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Employer /Architect. Any minor details of the work which may not have been definitely referred to in this contract, but which are usual in practice and essential to the work, are deemed to be include in this contract. Rates quoted in the Schedule shall be inclusive of all freights, taxes as well as transportation, so as to execute the contractor as per the rules and regulations of Local Bodies, State Government and Government of India.

The rates quoted in the tender should include all charges for:

- a. Labor, maintenance fixing, carrying, cleaning, making good, hauling, watering etc.
- b. Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same.
- c. Covering for the walling and other works during inclement weather or striking or whenever directed as necessary.

4. SITE SUPERVISION

The contractor shall appoint at his own cost competent and adequate number of qualified Engineers at site, for (1) joint measurements and preparations of bills, (2) for testing materials at site and outside laboratory, (3) for other general supervision. Their appointment shall be approved by the Employer / Architect. The site Engineers shall not be removed from the site without the written consent of the Employer / Architect.

5. DIMENSIONS

Figures, dimensions, are in all case to be accepted preferences to scaled sizes. Largescale details take precedence over small scale drawings. In case of discrepancy, the contractor is to ask for a clarification before proceeding with the work. Accordingly if any work is executed without prior clarification it is liable to be rejected and shall not be paid for.

6. PROGRAMME OF WORKS

Contractor shall have to prepare and submit the CPM/PERT charges for Architect's approval immediately after issue of the work order and display the approved charts in the site office. He shall also make bar charts indicating individual items and during the progress of work he shall update the bar charts showing the proportionate progress of work every week.

He shall strictly adhere to the programme of works as per CPM/PERT charts showing the proportionate progress of work.

7. PROCUREMENT OF MATERIALS

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all material of approved make and quality in sufficient quantities at site to enable him to complete the entire work in the stipulated period.

Contractor will get sample of all materials approved by the Employer / Architect before placing order / purchase / procurement. They shall conform to I.S. codes and or tender specification as applicable.

For all materials the contractor shall quote for the best quality of the materials of best make / source or supply and it will be got approved by Employer / Architect before procurement.

In case sufficient quantities of approved quality materials from approved source are not available in time, contractor may have to procure the same for neighboring area with longer leads as required and directed at no extra cost. The material will be, however as per relevant I.S code as and wherever applicable.

8. UNFIXED MATERIALS

When any materials intended for the works shall have been placed at site by the Contract, such material shall not be removed there from (except for the purposes of being used on the works) without the written authority of the Employer / Architect and when the contractor shall have received payment in respect of any certificate in which the architect shall have stated that he has taken in to account to value of such unfixed materials on the works such material shall become the property of the

Employer and the contractor shall be liable for any loss or damage to any such materials.

9. CUSTODY AND SECURITY OF MATERIALS

The contractors shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman / watchmen to lock after his materials, stores equipments etc.

10. RATES

Contractor shall quote all the rates both in figures and in words and any alterations shall have to be initiated by the contractor. Rates quoted by the contractor for the same item in different schedules will be same and in case different rates are quoted, the lowest will be taken as correct and the schedule corrected accordingly. In case of discrepancy between figures and the words the rate quoted in words shall be taken as correct one. All quoted rates should be inclusive of sales tax on works contract. Rates quoted by the contractor shall hold good for all the work carried out to any height and depth as shown in detailed drawings and as required and directed by the Architect.

Rates quoted by the contractor shall also hold good for any small work at any place at site.

11. PRICES FOR EXTRAS ETC., ASCERTAINMENT OF

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts of the work thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and / or tender or that any variations, is made, the valuation of such quantities, amounts or variations, unless previously or otherwise agreed upon, shall be made accordance with the following rules

- a. The net rates or prices in the original tender shall determine the valuation of the extra work, where extra work is of a similar character and executed under similar conditions the work priced therein.
- b. The net prices the original tender shall determine the value of the item omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under thereof
- c. Where extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary, the conditions under which any remaining items of work are carried out of it the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in the opinion of the Architects the net rate or price contained in the priced schedule of quantities or tender or for any item of work involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Architect shall fix in consultation with the Employer such other rate or prices as in the circumstances he shall think reasonable and proper, which shall be final and binding on the contractor.

- d. Where extra work cannot be properly measured or valued, the contractor shall be allowed any work prices at the net rates stated in the tender or the priced schedule of quantities, or if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Architect, the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.

The measurements and valuations in respect of the extra items of contract shall be completed within the „period of final measurement“ or within three months of the completion of the contract works as defined under clause no 16 (Certificate of Virtual Completion)

12. EXTRA ITEMS RATES

The work or extra items shall be started only after the approval of extra items rates by client / Architect. Rates for additional or extra items of construction work which can be derived from the contract item rates and are not covered in the contract, shall be calculated on the basis of actual cost plus 15 % for profit.

13. ARCHITECT'S DRAWINGS AND INSTRUCTIONS

A set of major drawings along with the contract documents shall be provided to the contractor. For any clarifications or further drawings are required by the contract, during or before the start of construction work, the Contractor shall inform the Architects in writing to provide the same. Working details will be given to the contractor from time to time during the progress of work as and when required. In case of other drawing is required by the contractor he will give a minimum ten days notice to the Employer / Architect.

14. FAILURE BY CONTRACTOR COMPLY WITH ARCHITECT EMPLOYER'S INSTRUCTIONS

If the contractor after receipt of written notice from the architect requiring compliance with such further drawings and / or Architects instruction, fails within seven days to comply with the same, the Employer / Architect may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all cost incurred in connection there with shall be recoverable from the contractors by the Employer on a Certificate by the Architect as a debit or may be deducted by him from any money due or which become due to the Contractors.

15. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

-----The contractor shall furnish the Employer / Architect the

following:

- a. Detailed industrial statistics regarding the labor employed by him etc
- b. The Power of Attorney, name and signature of his authorized representative who will be in charges for the execution of work

- c. The list of technically qualified persons employed by him for the execution of this work.
- d. The total quantity and quality of materials used for the works.
- e. The list of plant and machinery employed for this work.

16. ARCHITECT'S DELAY IN PROGRESS

The Architect may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time with the approval of the employer for the completion of the contract as he may think proper and sufficient in consequences of such delay, and the contractor, shall not make any claim for compensation or damage in relation thereto.

17. CERTIFICATE AND PAYMENTS

The contractor shall be paid by the Employer from time to time, by installments under interim Certificates to be issued by the Architect to the contractor on account of the works executed by the contractor when in the opinion of the Architect, work to the approximate value, named in the Appendix as „Value of work for interim Certificates“ (or less at the reasonable discretion of the Employer / Architect) has been executed in accordance with this contract, subject however, to a retention of the percentage of such value need in the Appendix hereto mentioned as „retention percentage for interim Certificates“ until the total amount retained shall reach the sum named in the appendix as Total Retention money after which time the installments shall be up to the full value of the work subsequently so executed in the interim Certificate, such amount as he may consider proper on account materials delivered upon the site by the Contractor for use in the work.

And when the works have been virtually completed and the Architect shall have certified in writing that they have been completed, the contractor shall be paid in accordance with the Certificate issued by the Architect the sum of money named in the Appendix after satisfying themselves as „Installment after Virtual Completion,, being a part of the said „Total Retention Money“.

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 Architect at the expiration of the period refer to as „ The Defect Liability Period“ in the Appendix hereto, from the date of Virtual Completion or as soon as after the expiration of such period as the work shall have been finally completed and all defect made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Architect of any certificate during the progress of the works or after the completion shall not relieve the Contractor from his liabilities in cases of fraud , dishonesty or fraudulent concealment relating to the works of materials or any matter dealt within the certificate, and in case of all defects and insufficiency in the works or materials which reasonable examination would have disclosed. No certificate of the Architect shall of itself be conclusive evidence that any works and materials to which it relates are in accordance with the contract.

The Architect shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his / employer satisfaction.

The Architect may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.

Payment upon the Architect's Certificates shall be made within a period named in the Appendix as „Period of honoring of Certificates“ after such Certificates have been delivered to Employer.

18. DELAYED PAYMENTS

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 of honoring of Certificate“ no interest paid by the Employer.

19. FORCE MAJEURE

Neither party shall be held responsible by the other for breach of any condition of this agreement attributable to any „Act of God“ Act of state, lockout of control or any other reason, beyond the control of the parties and any breach of clauses arising from much force majeure conditions as aforesaid shall not be regarded as a breach of the provision of this Agreement.

20. INCOME-TAX AND WORKS CONTRACT TAX

Income Tax and Works Contract Tax shall be deducted at source by the client from the contractor's interim and final bill payments as per Statutory Regulations.

21. SITE MEETINGS

A senior representative of the contractor shall attend weekly meetings at works site and in addition meetings as and when arranged by employer / Architect to discuss the progress of the work and sort out problems, if any and ensure that the work is completed in the stipulated time.

22. WORKING HOURS

The works are to be carried out without any disturbances to the occupants of the building.

23. ACTION WHERE THERE IS NO SPECIFICATION

In case of any class of work for which is there is no specification mentioned, the same will be carried out in accordance with the Indian Standards Specifications subject to the approval of the Employer / Architect.

24. CONTRACTOR'S ALL RISK POLICY (INSURANCE):

Surat Residential Premises /Terms & Conditions. Page 35 of 45

The Contractor shall within 14 days from the date of commencement of the work insure the works at his cost and keep them insured until one month after the works are taken over by the Employer or three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insures generally provide cover in a CONTRACTOR'S ALL RISK POLICY, with an insurer to be approved by the Architects, in the joint names of the Employer and Contractor (the name of the former being placed first in the policy), progressively for the full amount of the Contract in three stages, beginning with 1/3 of the Contract value, and for any further sum as called upon to do so by the Architect, with the prior written consent of the Employer, the premium of such further sum being allowed to the Contractor as an authorized extra such policy shall cover the property of the Employer only and Architects and Supervisors fees for assessing the claim and in connection with his services generally in re-instatement and shall not cover any property of the Contractor or of any sub-contractor or employee. The Contractor shall deposit the policy and receipts for the premiums paid with the Architects within twenty-one days of the date of commencement of the work unless otherwise instructed by the Architects. In default of the Contractor insuring as provided above, the Employer or the Architect on his behalf may insure and may deduct the premium paid from any money that may be due or that 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 insurers should they elect to do so, proceed with all diligence with the completion of the works in the same manner as though the fire or other such risk had not occurred and in all respects under the same conditions of Contract.

The Contractor in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extensions of time for completion as recommended by the Architect.

25. REPORTING OF ACCIDENT TO

The contractor shall be responsible for the safety of persons employed by him on the works and shall reports serious accidents to any of them whenever and wherever occurring on the works to employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the contractor under the Insurance Clause of the general conditions. Contractor shall take all precaution detailed in the safety code attached separately.

26. TYPOGRAPHICAL CLERICAL ERRORS

The Employer / Architect clarification regarding partially omitted particulars of typographical or Clericals errors shall be final and binding on the contractors.

27. WORK PERFORMED AT CONTRACTOR'S RISK

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, goods, signs, temporary passages or other protection necessary for the purpose. All works shall be done by the contractor's risk and if any loss or damage shall result from fire or from others cause,

the contractor shall promptly repair or replace such loss or damage free from all expenses to the employer.

The contractor shall be responsible for any loss or damage to materials, tools or other articles used held for use in connection with the work. The work shall be carried on to completion without interferences with the operations of existing machinery or equipment, if any.

28. SPECIAL CONDITIONS OF CONTRACT

In the event of any discrepancy with clauses mentioned anywhere else in the tender with the clauses mentioned within special conditions of contract, the clauses mentioned within the special conditions of contract shall supersede those mentioned elsewhere.

FORM OF AGREEMENT

ARTICLES of AGREEMENT made this _____ day of _____ year 2022 between The Regional Manager (Estate), United India Insurance Co. Regional Office, Vadodara, 5th floor, Suraj Plaza-II, Sayajigunj, Vadodara - 390020 (Hereinafter referred to as the “Employer /Owner” which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and _____ of _____ (Hereinafter referred to as “Contractor” unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to carry out maintenance, repair and renovation works of Company Owned Residential Properties (as per Annexure I) at Surat. (Herein referred to as “Project”).

AND WHEREAS the Employer in order to effectively carry out the said works has engaged **Mr.** RAJENDRAKUMAR J PATEL (Hereinafter referred to as “Architects”) to prepare plans, drawings and specifications describing the works to be executed by the contractors, namely, interior etc. for the project, to open tenders received at the office of the Employer, to scrutinize and recommend to the Employer the name(s) of the Contractor(s) from whom tenders were received and recommended to the Employer for the issue of work order to the contractor.

AND WHEREAS for the purpose of the said project, the Employer invited sealed tenders from experienced, resourceful and bonafide contractors vide his Notice Inviting Tender (NO._____dated._____).

WHEREAS the contractor submitted his Tender Documents containing General Notes, General Conditions of the Contract, Technical Specifications and Schedule of Quantities etc. for the works, prepared with the assistance of Consultants (Hereinafter collectively referred to as the “said conditions”), duly signed on each page as a token of his acceptance of the same, along with requisite Earnest Money Deposit of Rs._____(Copy enclosed Vide Annexure-1).

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS the Employer/Architect has accordingly issued the work order (NO._____ Dt._____) to the contractor subject to his furnishing the requisite Security Deposit (Copy enclosed Vide Annexure-II).

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance NO._____ Dt._____(Copy enclosed Vide Annexure III) and has also deposited with the Employer a sum of Rs._____ which with the Earnest Money of Rs._____ forms the requisite Security Deposit @ 2 % of the accepted Tender Value of Rs._____.

AND WHEREAS the Employer has caused the plans, drawings, specifications, schedule of quantities etc. relating to the project at the work site at to be issued to the Contractor.

NOW, therefore, it is hereby agreed to and between the parties as follows:

1) Contract documents

The following documents shall constitute the Contract Documents.

- I. This Article of Agreement.
- II. Tender submitted by the Contractor included the N.I.T and Tender Documents (Vide Annexure-I).

III. All correspondence between the United India Insurance Co. Ltd /Architects and the Contractor from the date of issue of N.I.T and the date of issue of work order.

IV. Work order No. _____ Dt. _____(Vide Annexure-II).

- 2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said Owner/Employer through the Architects and described in the said Specifications and the said Schedule of Quantities.
- 3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein before stated by the Employer through the Architects, reserves itself the right of altering the drawings and the nature of the work and addition to or omitting any items of work or of having portions of same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
- 4) As mentioned in Article 1 above, the said conditions shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
- 5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of Chennai thereto. The decision of the arbitration shall be final and binding on both the parties.

IN WITNESS WHEREOF THE PARTIES to there presents have hereunder set and subscribed their hands, the day, month and year first above written.

Signed and delivered for and on behalf of
United India Insurance Co. Ltd
Shri. _____

Its duly authorized official

In the presence of –

1. (Name and Address)

2. (Name and Address)

Signed and delivered for and on behalf of
The Contractor _____ by
Shri _____ his
Duly authorized official

In the presence of –

1 (Name and Address)

2. (Name and Address)

SCHEDULE OF APPROXIMATE QUANTITIES AND RATE

1. The quantities given herein are those upon which the lump sum cost of the work is based. They are subjected to alterations omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of the work to be done. The unit rate noted below are those governing payment of extras or deductions for omissions, according to the conditions of the contract as set forth in the preliminary specifications, detailed standard specifications and other conditions or specifications of this contract.

2. It is to be expressly understood that the measured work is to be taken net (notwithstanding) any custom or practice to the contrary according to the actual quantities when in place and finished according to the drawings or as may be directed from time to time by the Architects, and the cost calculated by measurements or weight, at the respective prices, without any additional charge for any necessary or contingent works connected there with. The rates quoted are for work in site and complete in every respects.

3. If any operation of work, which is specified in the respective items mentioned in the schedule of quantities, is not executed by the contractor then proportionately the rate quoted in the schedule shall be re-fixed.

LIST OF APPROVED MAKE OF MATERIALS

S.No	Materials	Approved Manufacturers / Suppliers.
1	Sand	River sand (IS : 383)
2	Aggregate Size	20mm aggregate- (IS : 383)
2	Cement 53 grade OPC (IS 8112: 1989/IS 12269 : 1987)	Coromandal / Ultratech / Dalmia Vajram
3	Interior Acrylic emulsion interior & exterior/ primer/ weather shield emulsion	Asian/ Nerolac / J&N
4	Reinforcement Steel Fe 500D	Tata Tiscon steel/ "I" steel / Visak
5	M.S. screws	Earl Bihari / GKW / Nettle fold
6	Stainless steel	304 grade
7	UPVC and PVC pipes and fittings	Astral / Finolex / Supreme /Ashirvad
8	Gate valves	Neta / Zolata
9	UPVC windows & ventilators	Fenesta / wintek / kommerling
10	Cables and Wires	POLYCAB, ANCHOR, FINOLEX & ORBIT.
11	Make of Switch's, socket's & fan regulator's	ANCHOR ROMA, L&T

12	Light Fittings	Philips, Wipro, Crompton
13	Plywood	Archid, Century, Greenply
14	Lamination	Merino, Sun Mica, Greenlam, Archidlam
15	Bricks	Burnt bricks with minimum strength of 35kg/cm ² (IS 3495: Part 1-4: 1992)

NOTE:

Any brands indicated under the items specifications in the schedule of quantities will prevail over the above indicated makes.

Apart from the above makes, any further equivalent make as approved by the company engineer, can also be used with prior permission from the company.

ABSTRACT TO GENERAL CONDITIONS OF CONTRACT		
1	Earnest money Deposit	Rs.10000/- (Rupees Ten Thousand only)
2	Initial Security Deposit	2 % of Quoted value including EMD.
3	Date of commencement	7 days from the date of receipt of order or from the date of mark out
4	Period of Completion	90 days from date of commencement Plus one week for shifting in case required
5	Defects Liability Period	12 months
6	Agreed Liquidated Damages	1% of tender amount per week subject to a maximum of 10% of contract value
7	Period of Final Measurement	15 days
8	Value of work for the issue of Interim Certificate	Minimum Rs 5.00 Lakhs
9	Retention money from each interim bill	8%
10	Total retention money including Earnest Money and initial security deposit	As per Clause 11, of General Conditions
11	Architects certificate of payment	7 days after submission of interim bills by the Contractor.
12	Period of honoring payment certificate	7 working days from date of Architect's certificate of payment for interim bills and 45 working days for final certificate.
13	Installment after virtual completion	Clause 11

14	Delayed Payments	No interest will be paid no this account
15	Estimated value	Rs.40,00,000 /-

**SIGNATURE OF THE CONTRACTOR
WITH DATE**

WITNESS:

DATE:

ANNEXURE - I	
SR.NO.	ADDRESS OF RENOVATION OF SURAT FLATS
1	FLAT NO.902, 9TH FLOOR AMIDHARA APPARTMENT OPP.SARJAN SOCIETY CITY LIGHT ROAD - SURAT.
2	FLAT NO.802, 8TH FLOOR AMIDHARA APPARTMENT OPP.SARJAN SOCIETY CITY LIGHT ROAD - SURAT.
3	FLAT NO.1004, 10TH FLOOR RAVIDARSHAN APPARTMENT OPP.SARJAN SOCIETY CITY LIGHT ROAD - SURAT.
4	FLAT NO.1001, 10TH FLOOR RAVIDARSHAN APPARTMENT OPP.SARJAN SOCIETY CITY LIGHT ROAD - SURAT.
5	FLAT NO.601, 6TH FLOOR, ALAKNANDA APPARTMENT ATHUGAR STREET, NANPURA, SURAT
6	FLAT NO.502 & 503 , 5TH FLOOR,

	ALAKNANDA APPARTMENT
	ATHUGAR STREET,
	NANPURA, SURAT

**SIGNATURE OF THE CONTRACTOR
WITH DATE**

**WITNESS:
DATE:**

DECLARATION

I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Conditions of Contract, Technical Specifications and understood the same and on the basis of the same. I/We quoted our rates in the Schedule of Quantities attached with the tender documents. I/We also undertake that I/We have not made any alterations in any of the terms and conditions of the tender schedule.

I/We shall also uniformly maintain such progress as may be directed by the Employer / Architect to ensure completion of same within the target date as mentioned in the tender document.

Witness:

Signature of Tenderer

Address _____

Date: _____

