



युनाइटेड इंडिया इंश्युरेन्स कंपनी लिमिटेड  
UNITED INDIA INSURANCE COMPANY LTD.  
At United India, it's always U before I

**United India Insurance Company Limited,**

Regional Office, Hyderabad.

**PROPOSED CIVIL WORKS FOR RESIDENTIAL APARTMENT  
BLOCK - 8, T.S.H.B. BHAGYANAGAR COLONY, M.J. ROAD,  
HYDERABAD.**

**ISSUED** \_\_\_\_\_

Last Date of Submission : 27<sup>th</sup> September, 2019 before 1500 hrs.

Opening Date of Technical Bid : 27<sup>th</sup> September, 2019 1530 hrs.

EMD Amount : Rs.27,000/-

Estimated Amount : Rs.26,85,102/- ( INCLUSIVE OF GST)

**ARCHITECT/CONSULTANT**

**SRR ARCHITECTNIQUES**

D.No. 3-6-460, 101 & 102, Gokul Kunj,  
Street No. 5, Hardikarbagh, Himayath Nagar,  
Hyderabad – 500 029  
Tel: 040-40072083: Mob: 9959554845

Email: [srrarchitectniquesnave@gmail.com](mailto:srrarchitectniquesnave@gmail.com),

[raghuram.srra@gmail.com](mailto:raghuram.srra@gmail.com)

# TENDER DOCUMENT

## Note:

- "The tenders received after the due date and time specified or unsealed or incomplete or unsigned or by facsimile or email will be summarily rejected. The United India Insurance Company Limited (UIICL) reserves the right to accept / reject the bids without assigning any reasons whatsoever."

## Eligibility Criteria:

- The tenderer should have done Similar works preferably in Insurance Company and Experience of having successfully completed similar jobs i.e last 5 years (as on 01.08.2019) should be either of the following:
  1. One similar completed work each costing not less than 80% i.e. Rs. 21,48,082/- (Inclusive of GST)
  2. Two similar completed works each costing not less than 50% i.e. Rs. 13,42,551/- (Inclusive of GST)
  3. Three similar completed works each costing not less than 40% i.e Rs. 10,74,040/- (Inclusive of GST)

"Similar Jobs shall means: Execution of Brick works like plastering, painting works, water proofing works and plumbing works etc.

- Tender will have to be submit in two parts PART: '1' and PART:'2'. PART:1 is Technical bid PART:2 is Financial bid, separately super scribed, sealed and both contained in another sealed envelope, super scribed with the name & address.
- The DD's shall be dated between the opening & closing dates & the amount should match as mentioned in the tender schedule.
- Tenderer should have a local office i.e in HYDERABAD. Proof for the same should be submitted.
- Please note that any changes in the terms and conditions of the tender shall be published in the website only. Therefore, the bidders are requested to regularly visit the website. In case of any modifications, the same may be submitted along with the technical bid. Otherwise, the bids of the agency will be summarily rejected.
- Details of contractor in page no. 3 & 4 are to be written precisely. Incomplete data will be summarily rejected.

## **DETAILS OF THE CONTRACTOR**

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

Issued by: Bank's name Amount	:	
EMD amount DD NO. And date and bank's name	:	
Tender fee	:	
DD No. And date and bank's name	:	
<b><u>Qualifying criteria</u></b>	:	
No. of works and value of work as per norms for qualifying criteria Criteria mentioned during last 5 years	:	Please give details mentioned in documents Given For qualifying purposes
	:	No. of works                      Amount in lacs
Name and address of contact person for verification of work done in the past with telephone number	:	
List of Technical and other staff working for the organization	:	
Any other relevant details	:	

SIGNATURE OF AUTHORISED PERSON

NAME

DATE

Name of the Employer : The Deputy General Manager,  
United India Insurance Company Limited,  
3-5-817 & 818, Regional Office,  
United India Towers,, Hyderguda Main Road,  
Basheerbagh, HYDERABAD – 500 029.

Name of the work : Civil Works to be carried out at UIICL,  
Residential Apartment at Block - 8, M.J Road, Hyderabad.

Estimated cost of work : **Rs. 26,85,102/- (Inclusive of GST)**

Tender issued to :

Name of the contractor :

Address :

Date of issue of tender :

**IMPORTANT INSTRUCTIONS TO THE TENDERERS:**

1. Please read all pages of the tender carefully.
2. The documents supplied to you comprises of Notice inviting Tender, Conditions of Tender, Form of Tender, Draft Articles of Agreement, General conditions of the contract, Technical Specifications, Bill of Quantities and Drawings etc.
3. Please sign in full on all pages of this document including drawings/layout etc.
4. Please submit the complete set duly filled in with signature, EMD drawings etc in two separate covers keeping Tender schedule & drawings in one cover and EMD along with your conditions, deviations, etc in another cover, both sealed separately.
5. You must quote the rates both in words and in figures.

## **NOTICE INVITING TENDERS**

Dear Sir,

Name of the work: Civil Works to be carried out at United India Insurance Company Limited, Residential Apartment at Block - 8, M.J.Road, **Hyderabad.**

1. Limited and sealed tenders are hereby invited on behalf of our client M/s United India Insurance Company Limited, Regional Office, Hyderabad for the subject work. **The estimated cost of the work is Rs 26,85,102/- ( Inclusive of GST)**
2. The tender documents consisting of Bill of quantities with preambles, Form of Tender, Conditions of the tender, Articles of agreement, Technical specifications, Layout & Drawings etc. can be downloaded from United India Insurance Company Limited web site [www.uiic.co.in](http://www.uiic.co.in)
3. Issue of tender shall commence from 06.09.2019 between **1000 – 1700** hours. The tender shall be submitted not later than **3.00 PM on 27.09.2019.**
4. Sealed tenders duly filled in should be addressed to :  
The Deputy General Manager  
UNITED INDIA INSURANCE COMPANY LIMITED, Regional Office,  
3-5-817 & 818,  
United India Towers, Basheer Bagh,  
HYDERABAD – 500 029.

Superscribing the name of the work on top of the sealed envelope-“**Civil Works for United India Insurance Company Limited, Residential Apartment at Block - 8, M.J.Road, Hyderabad,**”

5. The tender ( Technical Bid) will be opened in the office of the Deputy General Manager, United India Insurance Company Limited, Regional Office, Hyderabad at **3.30 PM** on 27.09.2019 day in the presence of the tenderers who may wish to be present.
6. Every tender document shall be accompanied by Earnest Money Deposit of Rs. **27,000.00 (Rupees Twenty Seven thousand only)** in the form of a Bankers' Cheque or Demand Draft drawn in favor of respective of United India Insurance Company Limited, payable at Hyderabad and should be kept in Technical Bid envelop. Tender documents not accompanied by such Earnest Money Deposit are liable to be rejected straight away. EMD shall not bear any interest.
7. Time is the essence of contract. The work should be completed in **Sixty days** from the date of issue of work order. Penalty will be imposed for completion of works beyond-60-days.
8. The earnest money shall be retained with the Insurance Company in case of successful tenderer, as part of the Security Deposit for the fulfillment of the contract.
9. The tenderer must carefully read and examine the whole tender document, layout and schematic drawings, study the technical specifications, drawings, etc before submitting the tender.
10. No consideration shall be given to a tender received after the expiry of time as stipulated above and no extension of time will normally be allowed for submission of tender.
11. The Notice Inviting Tenders, the conditions of tender and duly completed form of tender, Specifications etc, will form part of the contract Agreement to be executed by the successful tenderer with the UIICL.

Yours sincerely,

The Deputy General Manager,

**CONDITIONS OF TENDER:**

1. The tender form must be filled in English and all entries must be made by hand and written in ink.
2. An authorized person must sign each and every page of the tender document.
3. The tender must be submitted in the prescribed format only. The tenderers must quote the rates in the schedule of quantities, rate and amount. The rates should be written both in words and figures without any erasures and alterations. However if errors are made, the wrong figures or words must be neatly scored out under full signature of the tenderers and the correct figured and words neatly rewritten. Over writing is not permitted.
4. Errors in the schedule of quantities rates and amount shall be dealt with in the following manner:
  - a) In the event of a discrepancy between the rates quoted in words and the rates in figures, lower rate will be taken into consideration.
  - b) In the event of an error occurring in the amount column as a result of wrong multiplication and extension of unit rate and quantities, the unit rate shall be regarded as firm and the amount shall be amended accordingly.
  - c) All errors in totaling in the amount column and in carrying forward, the totals shall be corrected.
5. The quantities indicated in the schedule of quantities are only probable quantities and are liable to alteration by omission, reduction or addition payment shall be made on the basis of actual quantities of work done at the accepted rates.
6. No alterations which are made by the tenderer in the drawings, specifications or in probable quantities accompanying the tender will be recognized and if any such alterations are made the tender is likely to be rejected and invalidated. Remarks and explanations should be given in a separate cover along with EMD and will become binding only if accepted in writing by the bank at the time of acceptance of the tender.
7. The tenderer must obtain for himself on his responsibility and at his own expenses all the information necessary for the purpose of filling this tender and to enter into a contract with the UIICL, he must examine the drawings, specifications, conditions etc, and must inspect the site of work and must acquaint himself with all local conditions and matters pertaining there to.
8. The tenderer shall also bear all expenses in connection with the preparation and submission of this tender.
9. **EARNEST MONEY DEPOSIT (E.M.D):**

The tenderer shall also deposit an amount of Rs. **27,000.00 (Rupees Twenty Seven thousand only)** in the form of a Bankers' Cheque or Demand Draft drawn in favor of United India Insurance Company Limited, payable at Hyderabad at the time of submission of the tender as Earnest Money, UIICL is not liable to pay any interest on Earnest Money.

The EMD of unsuccessful tenderers shall be refunded to them without any interest after the decision to award the work is taken, The EMD of the successful tenderers shall be retained as part of security deposit and for the due fulfillment of the contract.

10. **SECURITY DEPOSIT (S.D) :**  
Apart from Earnest Money Deposit made as above, Security Deposit shall be deducted from running/progressive bills of the contractor @ 10% of the gross value of the each bill until the total security deposit including EMD equals to 10% of the accepted value of the tender. Security Deposit shall not bear any interest.
11. **COMPLETION PERIOD:**  
The time is the essence of contract. The contractor shall complete the entire work within **60 (Sixty)** days from the date of issue of the work order. The work shall be commenced immediately at the site.  
The work is of urgent nature and the contractor should strictly adhere to the completion time schedule.
12. The tenders submitted shall remain valid for acceptance for a period of 120 days from the date of their opening. Should any tenderer withdraw his tender before the expiry of the said period or makes any modifications to his tender, the tender shall be treated as having as having been rejected or abandoned and his EMD will be forfeited.
13. The UIICL does not bind itself to accept the lowest tender and reserves to itself to reject any or all the tenders received without assigning of reasons thereof. Further, the UIICL reserves the right to award any portion of the work or portions of the work to different tenderers or to award the entire work to one tenderer.
14. The tenderer whose tender is accepted is bound to execute agreement with the UIICL in accordance with the draft agreement which will include the notice inviting tender, tender conditions, other papers herein, special conditions, drawings and specifications etc, but his liability, under the acceptance of his tender whether the formal agreement is drawn or not. The contractor shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.
15. The compensation or other sums of money payable by the contractor to the UIICL under the terms of contract may be deducted from his EMD/SD if the amount so permits and the contractor shall unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
16. The contractor shall carry out the work under the directions and supervision of the consultant and subject to the approval of the UIICL in all respects. All samples should be approved by the Architect / UIICL and any changes in the material should be invariably informed to the UIICL.
17. On acceptance of the tender the contractor shall in writing at once inform the UIICL and the Consultants the names of his accredited representatives who will be responsible to take instructions from the Consultants/UIICL.
18. The work or any part of it shall not be transferred assigned or sublet without the consent of the UIICL.
19. The contractor shall be required to co-operate and work in accordance with and afford reasonable facilities for such other agencies/specialists as may be employed by the consultants/UIICL on other works/sub works in connection with the work.
20. The contractor will be required to insure the work and keep it insured until one month after the date of taking over the works by the UIICL or otherwise as per the terms of the contract, against loss or damage by fire and other usual risks other than the risks accepted in the terms of the contract with an approved insurance company.
21. The contractor is required to comply with all acts of Govt. relating to labour rules and regulations made there under from time to time submit at the proper times all particulars and statements required to be furnished to the labour authorities.
22. In carrying out the work, the contractor shall comply with the provisions of the safety code, annexed to these papers.



**FORM OF TENDER FOR WORKS**

The Deputy General Manager  
United India Insurance Company Limited, Regional Office,  
3-5-817, 9th Floor,  
United India Towers, Basheer Bagh,  
HYDERABAD – 500 029.

Dear Sir,

Having duly examined the tender documents including the drawings, specifications, designs, schedule of quantities relating to the works specified in the underwritten memorandum and having visited the site of the said work and having acquired all the requisite information relating there to as affecting this tender. I/We hereby offer to execute the works specified in the underwritten memorandum within time specified there in at the rates specified in the schedule of quantities and in accordance, in all respects with the specifications, designs, drawings and instructions in writing referred to in the conditions of the tender, the articles of agreement, special conditions, the schedule of quantities, and conditions of the contract and with such conditions of the contract and with such materials as are specified, by and in all other respects in accordance with such conditions in the schedule of quantities and conditions of contract so far as applicable.

Should this tender be accepted, in whole or in part, I/We hereby agree (i) to abide by and fulfill all the terms and provisions of the said conditions of the contract annexed hereto and the conditions of tender so far as applicable or in default thereof to forfeit and pay to United India Insurance Company Limited, Regional Office, Hyderabad. The sums of money mentioned in the said conditions.

A sum of **Rs. 27,000.00 (Rupees Twenty Seven thousand only)** is hereby forwarded as Earnest Money  
Deposit in form of Banker’s cheque / Demand Draft drawn in favor of United India Insurance Company Limited, Hyderabad.

I/We agree (i) that should I/We fail to commence the work specified in the above mentioned memorandum the UIICL shall without prejudice to any other right or remedy be the liberty to forfeit the Earnest Money, otherwise shall be retained by UIICL towards security deposit mentioned in the above memorandum. (ii) To execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out authorized variations as directed by the Consultants/UIICL and as per said conditions of the contract.

**Our Bankers are:**

- 1.
- 2.

The names of the Proprietor / Partners / Directors of our firm are:

- 1.
- 2.
- 3.

Signature of tenderer with seal

Dated the .....day of .....2019.

**ARTICLES OF AGREEMENT**

Articles of agreement made this the .....day of .....2019. between ..... United India Insurance Company Limited .....having its Regional Office at Hyderabad (Herein after called the Employer) of one part. AND

M/s.....having its registered office at..... (Here in after called the contractor) of the other part Where as the employer is desirous of getting the ...

Done as per schedule – 1 to this agreement and has annexed drawings, bill of quantities and specifications describing the work to be done are to be prepared by M/s. SRR Architechniques, #3-6-460, 101 & 102, Gokul Kunj, Street No - 5, Himayathnagar, Hyderabad - 500 029 (here in after called “THE CONSULTANTS”) and whereas the said drawings as per schedule – 2 inclusive. The bills of quantities marked .....and the specifications etc. have been signed by or on behalf of the parties hereto; and where as the contractor has agreed to execute upon and subject to the conditions set forth in schedule-3 here to attached (herein after referred to as the conditions), the work shown upon said drawings and described in the said specifications and included in the said bill of quantities for the sum of Rupees.....

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. It consideration of sum of Rs ...  
To be paid at the time & in the manner set forth in the said conditions, the contractor will upon and subject to the said conditions execute & complete the works shown upon the said drawings & described in the said specifications & bill of quantities.
2. The Employer will pay to the contractor the said sum of Rs.....or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The terms The Consultants in the said conditions shall mean M/s. SRR Architechniques, or in the event of their ceasing to be the Consultants for the purposes of this contract. Such other persons as shall be nominated for that purpose by the said conditions. Provided always that no person subsequently appointed to be the consultants for the time being.
4. The said conditions, specifications and priced bill of quantities shall be read and construed as forming part of this agreement, and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions, specifications and priced bill of quantities contained.

As witness our hand the day and year first above written signed by said **EMPLOYER.**

**SIGNATURE OF EMPLOYER**

In the presence of witness:

Name	:	Name	:
Occupation	:	Occupation	:
Address	:	Address	:

As witness our hand the day and year first above written signed by the said Contractor(s):

**SIGNATURE OF CONTRACTOR**

In the presence of witness:

Name	:	Name	:
Occupation	:	Occupation	:
Address	:	Address	:

## CONDITIONS OF CONTRACT

### 1. Interpretation of Clauses:

- i) In construing these conditions, the specifications, schedule of quantities and Tender and agreement, the following words shall have the meanings here in assigned to them except where the subject or context other requires.
- ii) Headings and marginal notes to the conditions of contract shall not be deemed to form part thereof or be taken in to consideration in the interpretation or construction thereof or of the contract.
- iii) Where the context so requires (i) works importing persons include firms and corporations and (ii) works importing the singular only also include the plural and vice versa.
- a) Employer shall mean UNITED INDIA INSURANCE COMPANY LIMITED, REGIONAL OFFICE, HYDERABAD.
- a) (i) **Consultant:** Shall mean **SRR Architechniques**, #3-6-460, 101 & 102, Gokul Kunj, Street No- 5, Himayathnagar, Hyderabad – 500029, M:91 9603663917 or in the event of their ceasing to be consultant for the purposes of this contract such other person or persons as shall be nominated for that purpose by the Employer subject to such qualifying provisions as may be agreed upon.
- b) Contractor shall mean -----and include his/their legal representatives, permitted assigns, or successors.
- c) **Site:** The site shall mean the site where the works are to be executed as shown with in boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the Contractor's use.
- d) The "Contract" of this contract: Shall mean the tender documents comprising the notice inviting tender, form of tender conditions, the drawings and priced bill of quantities with their preamble, the acceptance thereof, and the articles of agreement, together with the conditions of contract with its appendix and special conditions, if any the specifications referred to in the conditions, designs, drawings and instructions issued from time to time by the Consultants/UIICL and all these documents taken together are deemed to form one contract and shall be complementary to one another.
- e) **Bills of Quantities:** Various also termed priced bill of quantities, schedule of rates, shall mean the schedule of quantities originally furnished with the notice inviting tender, duly priced in by the tenderer and accepted by the Employer for inclusion as a part of the contract for determining the consideration payable to the contractor for executing the work and as part of the contract agreement it is also referred to as the contract scheduled.
- f) Notice in writing or written notice shall mean a notice in written, typed or printed characters sent (Unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or to the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- g) **Act of Insolvency:** Shall mean any act of Insolvency as defined by the presidency towns Insolvency Act. Or the provincial Insolvency Act or any is amending such original.
- h) Net Prices: If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall. be the sum arrived at by adding to or deducting from the actual figure appearing in a tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the contractor, the total amount of any price cost items and provisional sums of money shall be deducted from the total amount or the tender. The expression "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- i) The works (or the work) shall unless there by something either in the subject or context repugnant to such construction, be considered and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or addition. Wherever the word "works" is used it shall cover "installation" also under the same definition.

- j) **Executed Risks** are risks due to riots (otherwise than among contractors Employees) and civil commotion (in so far as both these are uninsurable war (whether declared or not) invasion, act of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from air craft, acts of God such as earthquake, lightning and unprecedented floods and other causes over which the contractor has no control and accepted as such by the Employer or causes solely due to use of occupation in manner for which the works/installations in respect of which a certificate of completion has been issued or a cause solely due to faculty design of works.
- k) **Provisional Items** Shall mean items for which only very approximate quantities have been included in the tender documents.
- l) Virtual Completion of works/installations shall mean the Substantial completion of works/installations in accordance with the contract is enabling the employer to the same.
2. **Consultant/UIICL Instructions:** The Contractor shall execute the whole and every part of the work in the most substantial and workmanship like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications, conforming exactly, fully and faithfully, to the designs, drawings, drawings and instructions in respect of the work given by the Consultants/UIICL and under the directions of and under the supervision of and subject to the approved in all respects by the Consultant/UIICL who may in their discretion and from time to time issue further drawings, and/or written instructions, directions and / or written instructions, details and explanations which are hereafter collectively referred to as Consultant/UIICL in regard to:
- a. Variation or modification of the design quality or quantity of Works of 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 specifications.
  - c. The removal from the site of any materials brought thereon by the contractor and the substitution of any other materials therefore.
  - d. The dismissal from the works of any persons employed there upon.
  - e. The opening up for inspection of any work covered up.
  - f. The amending and making good of any defects under clause 19.
  - g. The removal and/or re-execution of any works executed by the contractors, on account of defects under clause 18.

The contractor shall forthwith comply with and duly execute any work comprised in such Consultants/UIICL instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the

Consultant/UIICL shall if involving a variation be confirmed in writing by the contractor within seven days by and if not dissented from writing with in a further seven days by the Consultants/UIICL; such shall be deemed to the Consultant/UIICL instruction within the scope of the contract.

**Manner of Execution of Work:** The Consultant/UIICL shall be entitled to, direct at what point or points and in what manner the works are to be commenced, and from time carried on.

**Variation to be approved by Employer:** Notwithstanding anything herein contained, the Consultant/UIICL or his representative shall not, without prior concurrence in writing which will result in the Employer having to pay the contractor any additional sum greater than Rs (tendered amount accepted by the UIICL) And all such instructions issued to the employer. The contractor shall submit through the Consultant/UIICL a statement of analysis of rates, vouchers etc. the rates on scrutiny and final acceptance of the employer under the terms and clauses 16 hereof shall form a supplementary schedule of quantities.

3. **Agreement copies to be supplied:** The contract Document shall remain in the custody of the Consultant/UIICL (Employer) and shall be produced by him at his office as and when required by the Employer/ Consultant/UIICL or the contractor. The Consultants/UIICL shall furnish the contractor on the signing hereof or his representatives shall at all reasonable times have access to the same. Before the issue of the final certificate to the contractor he shall, if so required, forth with return to the Consultant/UIICL all drawings and specifications.

4. **The Contractor to provide everything necessary:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and amounts shall except as otherwise provided cover all his obligations under the contract, and all matters and things necessary for the proper completion of works.

The contractor shall provide at his own cost all materials (except such, materials if any as may in accordance with the contract be

supplied by the Employer machinery, plant, tools appliances, implements, ladders cordage, tackle, scaffolding, in fact everything necessary or proper for the proper execution of the work, whether original, altered or substituted according to the true intent and meaning of the or substituted taken together whether the same may or may not be reasonably inferred there from, and if the contractor finds and discrepancy in the drawings, or between the drawings, schedule of quantities and specifications, he shall immediately and in writing refer to the Consultant/UIICL who shall decide which is to be followed, subject to:

- i) Anything shown or contained in any one or other of (a) the drawings, (b) specifications and (c) the contract schedule and not shown in the others shall be equally binding as if it were contained in each of them.
- ii) Figured dimensions are to be followed in preference to the scale, and large scale details in preference to small-scale drawings.
- iii) The following orders of preference shall apply:
  - a) The drawings, (b) specifications, covered by bill of quantities, (c) Technical specifications.

5a. **Contractor to conform to legal regulations:** The contractor shall Conform to the provisions any Act of the Legislature relating to the works and to the regulations and Bye-Laws of any authority and if any water, lighting and other companies and/or authorities with whose system the structure is proposed to be constructed, and shall before making any variations from the drawings or specifications that may be necessitated by so conforming give to the Consultant/UIICL written notice, specifying the variation proposed to be made and the reason for it, and apply for instructions thereon. In case the contractor shall no within ten days receive such instructions he shall proceed with the work, confirming to the provisions, Regulations or byelaws in question and any variations so necessitated shall be dealt with under clause 12 & 16.

5b. The contractor shall indemnify the Employer from and against all claims, demands, proceedings damages, or to which it may put by reason not confirming to or complying with any of the provisions of requirements of any act or sanction, central or state, rules, regulations, Bye-Laws of local authorities, Panchayat, collector or any other companies relating to or in water, light or other amenities at the site.

6. **Contractor Responsible for setting out work:** The contractor shall on the basis of dimensioned drawings and information necessary for the purpose furnished by the Consultants/UIICL set out the works on side at his own expense responsible for the correctness of the positions, levels, dimension and setting out by the representative of the consultant or of the Employer shall not in any way he shall amend at his own cost and to the satisfaction of the Consultant/UIICL, any error in the setting out or consequential to

wrong setting out, found at any stage during the progress of the work or during the defects liability period after completion of the work.

- 7.1 The contractor shall maintain at the site comprehensive registers, posted up-to-date, showing the nature of the materials/articles/goods their identification marks, dates and the results of the tests, etc. such registers shall be got countersigned by the representatives of the Consultant/Employer at site and extracts from the consultant and the Employer. The form of the registers shall be mutually set.
- 7.2 The costs of the sets and of the materials and labour and equipment if any, involved in the testing operation shall be borne by the Contractor in all cases except as otherwise provided for in the contract.
8. **Supervision by Contractor:** The contractor shall give all necessary personal superintendence during execution of works, and thereafter as long as the Consultants / UIICL may consider necessary until the expiration of the "Defects Liability Period" satisfied in clause 19 herein. The contractor shall also during the whole time the works are in progress, employ a competent and qualified representative whose name the Consultant/UIICL shall approve and who shall be in attendance at the works while the men are at work. Any directions, explanations, instructions, or notices given by the Consultant/Employer to such representatives shall be held to have been given to the contractor. If the contractor fails to appoint and keep on the works a competent and qualified representative as aforesaid the Consultant/UIICL shall have powers to suspend the works till such time a competent qualified representative as aforesaid is posted and the contractor shall not be entitled to claim extension of time on the plea of such suspension of the work.
9. **Dismissal of workmen:** the contractor shall on the request of the Consultant/Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of such person shall not be again employed on the works without the permission of Consultant/Employer.
10. **Access to works:** The Employer, the consultant and his respective representatives shall at all reasonable times have free access to the works and / or to the workshops, factories or other places where materials are laying or from which they are being obtained and his respective representative, all reasonable facilities necessary for inspection and examination and tests of the materials and workmanship. No person unauthorized by the Employer or the consultant except the representatives of public authorities shall be allowed on the works at any time.
11. **Work not to be sublet:** The whole of the works included in the contract shall be executed by the Contractor who shall not directly or indirectly transfer, assign or sublet the contract or any part share thereof or interest therein without the written consent of the Employer, and no undertaking shall relieve the contractor from active superintendence of the works during their progress.
- 12.1 **Variation not to vitiate the contract:** No alteration, omission or variation shall vitiate this contract but incase if the Consultant/UIICL thinks proper at any time during the progress of the works to make any alterations in or additions to or omission from or substitutions for the original drawings, specifications, designs and instructions or any alterations in the kind or quality of the materials to be used in the work and shall give notice thereof to the contractor, in writing the contractor shall alter, add to or omit from or substitute for as the case may require, in accordance with such notice and carry out the amended work on the same conditions in all respects on which he agreed to the main work, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from or substitutions in the works or any deviation from any of the provisions of the contract stipulations, specifications or contract drawings without the previous consent in writing of the Consultant/UIICL and the value of such extra, alteration, additions or omissions or

substitutions shall in all cases be determined by the Consultant/UIICL with the prior approval in writing of the Employer in accordance with the provisions of Clause 16 hereof, and shall be added to or deducted from the contract amount accordingly.

**12.2** The supply and execution of any part of the carrying out of any works incidental to the execution of any item or class of work shown in the schedule of quantities shall not constitute a variation entitling the contractor to extra paying providing that the said item or class of work cannot be executed satisfactorily according to the true intent and meaning of the drawings and specifications without the said part thereof or the said work incidental thereto whether the same may or may not be particularly shown or described in the drawings, Specifications and schedule of quantities and provided the same may be reasonably inferred thereof.

**12.2.1** The time for completion of work shall, in the event including authorized variations results in an addition to the contract sum in excess of 10% be extended on payment by the contractor as follows:

In the proportion which the total executed contract value including authorized Variations bear to the original contract value, the certificate of the consultant/UIICL Being conclusive as to such proportion:  
25% of the additional time calculated way of above or such further time as may be considered to be reasonable by the consultant/UIICL.

**12.3** Similarly, the changing the position of the work from one to another or to a more difficult position than shown in the drawings or described in the specifications or the contract schedule, of the carrying out of work under circumstances not contemplated in the specification or the contractor to extra payment.

**13.a No compensation for alteration in or restriction of work:** If at any time after the commencement of the work the Employer for any reason whatsoever does not require the whole or part or parts thereof as specified in the tender to be carried out, the Consultant/UIICL shall give notice in writing of the fact to the contractor who shall not claim for any compensation whatsoever on account of any profit which he did not derive in consequence of the full amount of the work not having been carried out. Nor shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawing, designs and instructions that shall involve curtailment of the work originally contemplated.

**13. b Schedule of quantities on standard of measurement:** The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement.

**14. Errors in Bill of Quantities:** No errors in description or in quantity or by way of omission of items from the schedule of quantities shall vitiate this contract but shall be rectifies and the value thereof as ascertained under clause 16 herein shall be added to or deducted (as the case may be) from the contract amount provided that there shall be no rectification of errors in the contractor's schedule of rates.

**15. Measurement of works:** The Consultant/UIICL may from time to time intimate to the contractor and the Employer that he required the works to be measured, the contractor shall fore with attend or send a qualified agent to assist the Consultant/UIICL or the representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required either of them. Provided that the contractor shall give notice of not less than ten clear days to the Consultant/UIILC or his representative in charge of the work before covering up or placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same in covered or placed beyond reach of measurement any work without the consent of the Consultant/UIILC and his representative in ten days inspect the work and cause the measurements to be made if , any work be so covered up without the consent of

the Consultant/UIICL or his representative-in-charge of the work, the same shall be uncovered at the contractor expense, or in default thereof no payment or allowance shall made for such work or materials with which the same was executed. Should the contractor not attend or neglect or omit to send such agent than the measurements taken by the Consultant/ UIICL or person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Indian Standard Method of Measurement, unless otherwise provided for elsewhere in this contract. The contractor or his agent may at the time of measurement taken such notes and details as he may require. All authorized extra works, omission and all variations made without Consultant/UIICL knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurement.

**16. Price of variation:** The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:

- i) The net rates or prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.
- ii) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of the rates given in that schedule for similar items. For the purpose of such derivation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis for the extra altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analyzing of rates for the said similar or near substantiated by purpose bills/vouchers shall be adopted. Using factors and constants for quantum of materials labour T & P and sundries from NBO/CPWD, standard PWD data/analysis in the order. When called upon to do so the contractor shall submit the required purchase bills/vouchers.
- iii) In respect of a contract which incorporates more than one schedule the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, shall be taken as the lowest applicable rate in the other schedule similarly, in case (ii) above, if similar or near similar items cannot be found in the schedule pertaining to the work which the addition, alteration or substitution (deviation) occur, similar or near similar items from the other schedules shall be adopted.
- iv) In the case of additional, altered or submitted (deviate) work for which rates cannot reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices substantiated by purchase bills/vouchers, using factors constants for quantum's of material, labour, T&P and sundries from NBO/CPWD/Standard materials, labour T& P and sundries from NBO/CPWD/Standard PWD/data analysis in the order thus written, adding maximum of 15% towards profits and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers, to the Consultant/UIICL.
- v) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additions, altered or substituted (deviated) work and whether the said rates cannot be derived from similar or near to similar items in the contract schedule will decided by the Consultant/UIICL.
- vi) In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principals enunciated and the Consultant/ UIICL after scrutinizing the analysis and other paper furnished, will allow such rates as he considers reasonable.
- vii) Where extra work is of such a nature that it cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender or the period schedule of quantities or, if not stated, then in accordance with the minimum local day work rates and wages for the district, notified by the concerned authority. Provided that in either case if required by the Consultant/UIICL vouchers, muster rolls and other documents required for proper verification of the labour



employed and the materials developed on the said work and the costs thereof be delivered to the Consultant/UIICL or his representatives at or before the end of the week following that in which the work has been executed.

The Consultant/UIICL will decide the question as to whether extra work is of such nature that it cannot be properly measured or valued. The margin to be allowed on actual costs to the contractor towards profits and overheads shall be 15%.

viii) **Deviation Limit:** It is the value of which the total executed contract value including authorized variation in excess of the original contract value. Expressed as a percentage and shall be adjusted on the sum total of all additions, omissions, reductions, alterations or substitutions (deviations) covered by authorized variations under clause 2 and 13 of the conditions of contract. The values of prime cost sums shall not be included in calculating the above percentage.

17. **Unfixed Materials:** Wherein any certificate (of which the contractor has received payment) the Consultant/UIICL has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and shall not be removed except for use upon the works, without the written authority of the Consultant/UIICL. The contractor shall be liable for any loss or damage to such materials.

18. **Removal of Improper work, material etc., :** The Consultant/ UIICL shall, during the progress of the work, have full powers to order in writing from time to time, removal from the works within such reasonable in the opinion specified in the order, of any materials which in the opinion of the Consultant/UIICL are not in accordance with the specifications or the instructions of the Consultant/UIICL or do not confirm to approved samples, the substitution of the rejected materials by proper other materials, and the removal and proper re-execution of any work executed with unsound, imperfect or skilled workmanship or with materials not in accordance with the contract, notwithstanding that the same may have been passed or certified or, and paid for and the contractor shall forth with carry out such order at his own cost.

In case of default on the part of the contractor to carry out such order, the Employer shall have the power to being answerable or accountable for any loss or damage that may happen or arise to such materials removed and all expenses consequent on or incidental thereto as certified by the Consultant/UIICL shall be borne by the contractor, or may be deducted by the Employer from money due or that may become due to the Contractor.

In lieu of re-execution of any work not in accordance with the contract Consultant/UIICL of may in their option allow it to remain but will allow for such work reduce rates. The decision of Consultant/ UIICL to exercise his option in this regard and the quantum of reduction to be made in the rate for the item in question shall be final and binding on the contractor.

19. **Defects Liability Period:** Any defect, shrinkage, settlement or other faults which may appear within the Defects Liability Period stated in the appendix hereto or if none so stated, within 12 months after the virtual completion of the works arising in the option of the Consultant/UIICL from material or workmanship not in accordance with the contract, shall on demand which shall be made within the defects liability period, in writing by the Consultant/ UIICL and within such reasonable time as shall be stated therein specifying the work, materials or articles complied of notwithstanding that the same may have been passed or/and certified, paid for, be amended and made good by the contractor, at his own proper charges and cost and incase if default. The Employer may employ and pay other person or persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages loss and expenses shall upon the Consultant/ UIICL certificate in writing be recoverable from the contractor by the Employer or may be deducted by the Employer from any money due or that may become

due to the contractor or the Employer may in lieu of such amending and making and by the contractor deduct from any money due to or that may become due to the contractor a sum to be determined by the Consultant/ UIICL equivalent to the cost of amending and making good such work and in the event of the amount retained under clause 28 being insufficient, recover the balance from the contractor, together with any expenses the Employer may have incurred in connection therewith, should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Consultant/ UIICL /Employer as provided in clause 11 the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the contractor himself and been subject to the provisions of clause 2 thereof. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Consultant/ UIICL of any certificate including the final certificate, or the passing of any certificate including the final certificate, or the passing of any accounts.

**20. Completion Certificate:** The works shall not be considered as completed until the Consultant/ UIICL has certifies in writing that they have been virtually completed and the defects liability period shall commence from such certified date of virtual completion of work. Within ten days of the completion of work, the contractor shall give notice of such completion of the Consultant/ UIICL shall inspect the work and if there is no defect in the work shall furnish the contractor with certificate of completion otherwise a provisional certificate of completion indication defects (a) it be rectified by the contractor and / or (b) for which payment will be made at reduce rates, shall be issued but no certificate of shall the work considered to be complete until the work as executed, all scaffolding, surplus materials, walls floors or other parts of any building, in upon or about which the work was executed, or of which he may have had possession for the purpose of execution thereof , and not until the shall have been measured by the Consultant/ UIICL. If the contractor fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, original or extended in terms of clause 24 herein, the employer after issuing due to notice, may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish; etc; and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof. And the expenses, if any, so incurred may be recovered from any money due or that may become due to the contractor by the Employer.

**21. Contractor Liable for Damage Done:**

**21.1** The contractor shall be responsible for all injury to persons, Animals or things, and for all structural and decorative damage to the property which may arise from the operation or neglect of himself or if any nominated subcontractor's employee whether such injury of damage arise from care less, accident or any other cause whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to building, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as all damage caused to the buildings and works forming the subject of this contractor by frost or other inclemency of weather. The Contractor shall indemnify the employer and hold him harmless in respect of all and any acts of Government or otherwise and also in respect of any awards of compensation or damages consequent upon such claims.

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

**21.3** The Contractor shall indemnify the employer against all claims

Which may be made against of employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with an approved insurer a policy of insurance in the joint names of employer and contractor against such a risks and deposits such policy or policies with the employer from time to time during the currency of this contract. The contractor shall also similarly indemnify the employer against all claims which may be made upon the employer whether under the work men's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or sub-contractor and shall at his own expenses effect and maintain, until the virtual completion of the contract, with on approved insurer a policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of the contract.

The contractor shall be responsible for anything, which may be excluded from the insurance policies above referred to, and also for all other damages to any property arising out of and incidental to the negligent for defective carrying out of this contract. He shall also indemnify the employer in respect of any costs, charges and expenses arising out of claim or proceeding and also in respect of award of compensation for damage arising there from.

The Employer with the concurrence of the Consultant/ UIICL shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become due to the contractor.

**22. Responsibility for safety of building:** The contract shall be responsible for the safety of the works (including the materials, temporary building and plant) until they are taken over by the employer and they shall stand at their risk, and be in the sole charge of the contractor, who shall be responsible for and must with all possible speed make good all damage from whatever cause.

**22.a Insurance of the works:** The contractor shall within 7 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 in earlier against laws or damage by fire and unusual risks other than fire against which insures generally provide cover in **a CONTRACTORS ALL RISK POLICY, with names of the employers and contractor (the name of former being placed first in the policy), for the full amount of the contract.** Such policy shall cover the property of amount of the employer only and Consultant and surveyor's fees for assessing the claim and in connection with his services generally in re-instatement sub-contractor or employee. The contractor shall deposit the policy and receipts for the premium paid with the consultant within a week of the date of commencement of the work unless otherwise instructed by the consultant/ UIICL. In default of the consultant/ UIICL on his behalf may be due or that may become due to the contractor.

The contractor shall as soon as claim under the policy is settled, or the work reinstated by the insurers should they elect to do so, proceed with all due diligence with the completions 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 extension of time for completion as the Consultant/ UIICL decides.

**23. Liquidated Damages:** If the contractor fails to complete the works by the date stated in the Appendix or within any extended time under clause 24 herein below the contractor shall pay or allow the employer the sum named in the appendix as "Liquidated Damages" for period during completion of the work as defined in the contract, and the employer may deduct such damages from any money due or that become due to the contractor.

**24. Extension of Time:** If the contractor shall desire of time for completion of the work on the grounds of his having been unavoidably hindered by such causes as(a) force major or (b) any exceptional inclement weather or(c) proceedings taken or threatened by or despite with adjoining or neighboring owners or public owners or public authorities arising otherwise than through the contractors or (d) the work or delays of other contractors or the consultant/ UIICL and not referred to in the schedule of quantities and or specifications or (e) strike or lockout affecting any of the building trades or directly the work or (f) delays in the supply if materials stipulated to be supplied by the employer or any other valid ground, he shall apply in writing to the consultant/ UIICL with in 2 (two) days of the date of such hindrance an account of which he desires such extension as aforesaid and the consultant/ UIICL, if in his opinion reasonable grounds have been shown thereof, may with the previous approval in writing of the employer make a fair and reasonable extension of time for completion of contract works, but the contractor shall nevertheless the constantly use his endeavours to prevent delay and shall do all that may reasonable be required of him to proceed with the work expeditiously provided.

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

**25. Failure of contractor to comply with consultant/ UIICL Instruction:** If the contractor, after receipt of written notice from the consultant/ UIICL requiring compliance within a week fails to Comply with such further drawings/and/or consultant/ UIICL instructions, the employer may employ and pay other persons to execute any such work whatsoever that may necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the contractor by the employer on the certificate of the consultant/ UIICL as a debt or may be deducted by him from any money due or to become due to the contractor.

**26. Termination of contract by Employer:** If the contractor being an individual or a firm commits any "Act of Insolvency", or company shall have an order for compulsory insolvency or be subject to the supervision of the court and of official assignee or the liquidator in such acts of insolvency or winding up, as the case may be and shall be unable within 7 days after notice to him requiring him to do so, to show to the reasonable satisfaction of the consultant/ UIICL that he is able to carry out and fulfill the contract and to give security therefore, if so required by the consultant/ UIICL. OR if the contractor (whether an individual, firm of incorporated company) shall suffer execution to be issued. OR shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor. O R shall assign or subject this contract without the consent in writing of the employer first obtained. OR shall charge or encumber this contract or any payments due or which may become due to the contractors there under; OR if the consultant/ UIICL shall certify in writing to the employer that the contractor.

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

Has failed to commence the works, or

Has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving the consultant/ UIICL notice to proceed, or

Has failed to remove the materials from the site or to pull down and replace work for seven days after receiving from the consultant/ UIICL written notice that the said

Materials or work were condemned and rejected by the consultant/ UIICL under there conditions, or

Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring The contractor to observe or perform the same, or

Has to determine of good workmanship of without the consent if writing of the Employer sublet any part of the contract.

Then and in any of the said causes the employer may not withstanding any previous waiver, after giving seven day's notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the consultant / UIICL or the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or behalf of the contractor. And further the employer by his agents or servants may enter upon and take possessions of the works and all plant, tools, scaffolding, sheds, machinery, steam or other power utensils and materials laying upon the premises or the adjoining lands or roads, and use the same as his own property or may deploy the same by means of his own servants and workmen in carrying on and completing the works or by employing other contractor or persons to complete the cork and the contractor shall not in any way interrupt do no act, matter, or thing to prevent of hinder such other contractor/s or other person or persons employed for completing and finishing or using he materials as soon thereafter as convenient the consultant/ UIICL shall give receipt thereof by him the employer shall be entitled to sell the same by public auction and give credit to the contractor for the amount realized.

The contractor's account shall also be credited with the amount that would have been payable to him, for uncompleted work (completed by the Employer through other contractor/s or person as aforesaid) in terms of his agreement as if the contractor had not been determined and he (the contractor) had continued to execute the work to it completion. The actual gross expenses to the employer including incidental charges in completing the uncompleted work Through other contractor/s or person or persons shall be debited to the contractor's accountant if it be not less than the credit for the uncompleted work as above referred if however, the said debit to be made less than the said credit then the amount to be debited shall be less than the said credit, than the amount to be debited shall be equal to the value of the credit given as above referred.

The consultant/ UIICL shall thereafter as certain and certify in writing what (if anything) in the final accounting is due to payable to the contractor for the sale of the surplus materials and plant and loss the employer shall have been put any owing, to the contractor and vice versa, and the certificate of the consultant/ UIICL in this regard shall be final and conclusive between the parties.

- 27. Certificate and payment:** All bills in triplicate shall be submitted by the contractor along with detailed measurements of the work completed at site provided that at least 50% of the work of the accepted value of the tender has been completed at site by the contractor. The consultant shall check/take the measurements or cause the measurements to be checked/taken for the purpose of having some to be verified and to the extend work has been executed in accordance with the contract, issue interim certificate and the employer shall make payment to the contractor on the basis of such certificates within the period specified for honoring interim certificates (in the appendix to the conditions of the contract) subject to retention of SD at the percentage marked in the said appendix till the whole SD is collected. During the tenure of this contract, only two bills shall be accepted. The first bill shall be as per interim certificate as above and the second bill shall be the final bill as detailed under.

And when the works have been virtually completed and the consultant/ UIICL shall have certified in writing that they have been so completed, the contractor shall submit the final bill in respect of the contract work within one month thereafter and in accordance with the certificate to be issued by the consultant/ UIICL payment shall be made by the employer within the time named in the appendix as "Installment after virtual completion". And the contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the consultant/ UIICL after the expiration of the period to as "the defects liability period" in the appendix hereto from the date of virtual completion or as soon after the expiry of such period as the works shall have been finally completed and all made good according to the true intent and meaning thereof whichever shall last happen. Provided always that the issue by the consultant/ UIICL of any certificate during the progress relieves the contractor from his liability in case of fraud, dishonesty, or fraudulent concealment relating to the works or material or to any matter dealt with in the certificate and in case of all defects and insufficiencies in the work or materials which is reasonable examination would not have disclosed. No certificate of the consultant/ UIICL shall itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract neither will the contractors have a claim for any amounts which the consultant/ UIICL might subsequently be discovered as not payable and in this respect the employer's decision shall be final and binding.

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

The consultant/ UIICL, may, in any certificate make any correction in any previous certificate, which shall have been issued by him. No certificate of payment will be issued by the consultant/ UIICL if the contractor fails to insure the works and keep them insured till the issue of the virtual completion certificate of payment may be refused if the contractor fails to execute the formal agreement within two weeks of his being called upon to do so.

**28. Security Deposit, Retention monies bear no interest:** Return money/security deposit, or the balance of it available with the employer, shall be refunded to the contractor in the manner specified in the appendix to the conditions of contract and shall bear no interest whatsoever until the date of its return, notwithstanding any provision to the contrary elsewhere in this contract.

**29. Matters accepted from Arbitration:** The decision, opinion, direction certificates (except for payment) with respect to all or any of the matters under clauses 2,4,7,9,12,16,18,19,24,26 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. And other decision, opinion, direction, certificate or valuation of the consultant/ UIICL or any refusal of at the consultant/ UIICL to give any of the same shall be subject to the right of Arbitration and review in the same way in all respect (including the provisions as to opening the reference) as if it were a decision of the Consultant/ UIICL under the following clause.

**30. Arbitration Clause:**

All disputes 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 on this contract or the rights touching or concerning the works or the execution or maintenance operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during (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 or after determination, for closure or breach of the contract to the contract either of them and to the appointing authority who shall be appointed for this purpose by the employer (United India Insurance Company Limited) be referred for adjudication to a sole arbitrator to be appointed as herein after provided.

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

The contractor shall on receipt by him of the names as aforesaid; select any one of the persons named to be appointed as a sole arbitrator and communicated his name to the appointing authority within thirty days of receipt of him of the names. The appointing authority shall there upon without any delay appoint the said person and the sole arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the appointing authority shall make the selection and appoint the selected person as the sole arbitrator.

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

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 proceeding.

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

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

The fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half by each of parties. The costs of the reference and of the award including the fees, if any of the arbitrator who may direct to and by whom and in what manner, such costs or any part there of shall be paid and may fix or settle the amount of costs to be paid.

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

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

- 31. Right of technical scrutiny of final bill:** the employer shall have a right to cause a technical examination of the works and the final bill of contractor including all supporting vouchers, abstract etc., to be made at the time of payment of the final bill. If as a result of

this examination or otherwise any sum is found to have been over paid or over certified it shall be lawful for the employer to recover the sum.

**32. Employer entitled to recover compensation paid to workmen:** If, for any reason the employer is obliged, by virtue of the provisions of subsection (1) of section 12 of the work men compensation Act 1923, to pay compensation to a work men employed by the contractor, in the execution of the works the employer will recover from the contractor the amount of under sub-section (2) of section 12 of the said Act, the employer will be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the employer shall not be bound to contest any claim made against him under sub-section (1) if section 12, of the said act, except on the written request of the contractor and upon might become liable in consequence if contesting such claim.

**33. Labour Laws/Regulations:** The contractor shall employ labour in sufficient numbers directly through sub-contractors to maintain throughout the period of the contract the rate of progress required according to approved program of work and of quality to ensure proper workmanship in accordance with the specifications and drawings and the Consultant/ UIICL instructions. **All the labour who is employed at the site should be insured and be covered under Workmen compensation act. UIICL will no-where liable for any compensation in case of untoward incidents.**

The contractor will comply with the provisions of all Acts of Government relating to labour and the rules and regulations made there under from time to time. He shall also submit at the proper time all particulars statements required to be furnished to the labour authorities on being directed to do so by the Consultant / UIICL.

The contract shall register and obtain necessary licenses, maintain all registers, records, notices and documents and submit returns as prescribed by various enactments required under various statutes Including the contract labour (Regulation and abolition) Act, 1970 and rules made there of all the statutory regulations that are in time in all matters concerning this contract. **Labour licence should be obtained from CENTRAL LABOUR DEPARTMENT before start of the works.**

The contractor will also comply with all the rules and regulations stated in the minimum wages Act 1948 and the subsequent amendments. The contractor shall indemnify the employer against any liability that may arise due to the noncompliance of any provisions under minimum wages act 1948 or any enactment affecting the work contemplated under the contract.

**34. Apprentice Act:** The contractor shall comply with the provisions of the Apprentice Act 1961 and the Rules and Orders issued there under from time to time. Failure to do so will amount to a breach of contract and the employer may in his discretion terminate the contract. The contractor shall also be liable for any or other liabilities arising on account of any violation by him of the provisions of the Act.

**35. When Contractor Dies:** Without prejudice to any or remedies under this contract, if the contractor dies, the employer shall have the option of terminating the contract without compensation to the contractor.

**36. General Indemnity:** The contractor shall indemnify the employer from and against all claims, demands, proceedings, damages, costs and expenses which may be brought or made against employer or to which it may be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any Act or Status, Central or State, Rules, Regulations, Bye laws of Local Authorities, Panchayat, Collector or any companies relating to or in connection with the works or to labour or for supply of water ,light or other amenities at the site



## **WATER AND ELECTRICITY FOR EXECUTION OF WORK:**

The UIICL shall provide water and electricity as existing to the contractor for minor tools for the purpose of execution of various works and the charges will be deducted from his bills. Any further requirement and in case of power shutdowns or in any other eventuality where in the UIICL is not able to provide the above, contractor has to make his own arrangements.

## **CONTRACTOR TO INSPECT SITE:**

The contractor shall visit and examine the construction site and satisfy himself as to the nature of the existing roads or other means of communication and shall obtain generally his own information on all matters affecting the execution of the work. No extra charge made to consequence of any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description will be allowed. All expenses incurred by the contractor in connection with obtaining information for submitting this tender including his visits to the site or efforts in compiling the tender shall be borne by the tenderer and no claims for reimbursement there of shall be entertained.

## **ACCESS FOR INSPECTION:**

The contractor has to provide at all times during the progress of the works and the maintenance period, proper means of access, with ladders, gangways etc. and the necessary attendance to move and adopt the same as directed for the inspection of measurements of the works by the UIICL /Architects or his representatives.

## **PAYMENT OF MOBILISATION ADVANCE:**

No mobilization advance shall be paid.

### **SAFETY CODE**

1. The contractor shall maintain in a readily accessible place “**FIRST AID APPLIANCES**” including adequate sterilized dressing and cotton wool.
2. The injured person shall be taken to public Hospital without loss of time, incase where the injury necessitates hospitalization.
3. Suitable and strong and scaffolds should be provided for workmen for all works that cannot safety be done form ground.
4. No portable single, ladder shall be over 9 meters in length. The width between the side rails shall not be less than 30cm (clear) and the distance between two adjacent rungs not more than 30 cm. When a ladder is used an extra helper shall be engaged for holding the ladder.
5. Providing suitable fencing or railing, the minimum height of which shall be one meter, shall provide every opening in the floor of a building or in a working platform with suitable means to prevent the fall of persons or materials.
6. No floor, roof or any other part of the structure shall be so loaded with Materials as to render it unsafe.
7. Workers shall be provided with protective glasses, footwear and rubber hand gloves wherever required.  
Those engaged in welding works shall be provided with welder’s protective eye and gloves.
  - i) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
  - ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint if dry rubbed and scraped.

Overalls shall be supplied by the contractor to the painter and adequate facilities shall be provided to enable the working painters to wash themselves during the period of cessation of work.

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

Ropes used in hoisting or lowering materials or as a means suspension shall be of durable quality and of adequate strength and free from defects.

### **GENERAL AND TECHNICAL SPECIFICATIONS**

1. These specifications are for the work to be done. Items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under the supervision and to the satisfaction of the Consultant/UIICL.
2. The workmanship is to be the best available and of a high standard, use must be made of 'Specialist' tradesman in all aspects of the work and allowance must be made in the rates for doing so.
3. The materials and items to be provided by the contractor shall be the best of their respective kinds and as approved by the Consultant/UIICL in accordance with the samples which may be submitted for approval and generally in accordance with the specifications.
4. Samples of all materials including those specified by name of the manufacture or the brands, trades name or by the reference to catalogue Nos. are to be submitted to the either orders delivers in the bulk to site. Samples together with their packing are to be provided by the contractor free of any charge and should any materials are rejected, the same will be removed from the site at the expense of the contractor.
5. The contractor is also required to submit specimen finishes of all colours, fabrics, polish shades etc, for approval of the Consultant/ UIICL before proceeding with such works.
6. Should it be necessary to prepare shop drawings, the contractor at his own expense prepare and submit at least four sets of such drawings to Consultant/UIICL for approval
7. The contractor shall produce all invoices, vouchers or receipts account of all purchases done by him for materials if called upon to do so either by consultants or the UIICL.

The contractor should verify all measurements given in the drawings at the site before commencing the work. Any difference should be clarified with the Consultant before commencing the work.

Partition line out shall be done at the site before starting the work and got approved from the Consultants.

The contractor shall submit a Bar chart (CPM method) for the project scheduling within one week of letter of acceptance of tender or one day prior to commencement of work whichever is earlier and get the same approved from Consultant/UIICL in advance to co-ordinate the work with other agencies.

In order to complete the work in time, the contractor may have to work in more than one shift and beyond office hours. He will do so without any extra charges and without causing any disturbance/inconvenience to the neighborhood.

The contractor shall make necessary security arrangements at the site for the safety of his tools, materials and equipment etc, his own cost.

The contractor shall quote his rate including the cost of materials as specified, corresponding wastages, labour, sales tax or any other taxes & duties, octopi, transportation to work site etc. There shall be no claims on account of idling of labour.

**INSPECTION AND TESTING:**

The Consultant/UIICL shall be entitled at all times at the risk of contractor to inspect and/or test by itself through an independent agency appointed by the Employer to inspect, and/or test all the materials, components, and items of work at the expenses of the contractor. All such tests shall be done as per ISI guidelines and as directed by Consultant/UIICL.

## MEMORANDUM

1. Name of the work : Civil works to be Carried out at United India Insurance Company Limited, Residential Apartment, Block - 8, Bhagyanagar Colony, M.J.Road, Hyderabad.
2. Estimated Cost : **Rs 26,85,102/-**
3. Earnest Money Deposit : **Rs. 27,000/-**
4. Date of Commencement of work : From date of marking at site.
5. Period for Completion : 60 Days
6. Value of work to be taken for issue of Interim Certificate for payment : 50% of value of work order
7. Retention percentage to be deducted from RA Bills. : 10% of the gross value of Bill
8. Total Security Deposit : as per clause No: 10(page 6)
9. Defect Liability Period : 12 months from completion.
10. Refund of Security Deposit : After completion of defects liability period.
11. Liquidated Damages : 1% per week  
Maximum of 10% of contract value/final bill amount.
12. Period of Final Measurements : 30 days.
13. Period of honoring Interim / Certificate for payment. : 15 days.
14. Period of honoring final Certificate for payment. : 30 days.
15. Time of completion : 60 days.

## MODE OF MEASUREMENT

(a) Brick Work	:	Sqm.
(b) Plastering	:	Sqm
(c) Painting	:	Sqm
(d) Water Proofing Treatment	:	Sqm
(e) Sewerage Pipes	:	Rmt
(f) Inception Chambers	:	Nos
(g) Ball Valve	:	Nos
(h) Windows	:	Sqm
(i) Ventilators	:	Sqm
(j) Flooring	:	Sqm

## **PREAMBLE TO BILL OF QUANTITIES**

1. Quantities mentioned are approximate and payment shall be made on actual measurements. There shall be no claim whatsoever for variations in quantities at the time of actual execution.
2. The whole cost of complying with the provisions of the Contract shall be included in the estimated rates for items provided in the Bill of Quantities and where no items are provided in the Bill of Quantities, their cost shall be deemed to be Distributed among the estimate rates entered for the related items of work.
3. All items of work are to be executed as per the drawings / specifications supplied with the contract documents.
4. The actual mix proportion by weight to be adopted during execution will be got designed in the laboratories to suit the grade of concrete and mortar to be used. It will be the responsibility of the contractor to manufacture concrete and mortar of required strength.
5. The tenderer has to do his own testing of materials and satisfy himself that they conform to the specifications of respective I.S.I. Codes before tendering.

## **APPROVED MAKES LIST OF APPROVED MAKES FOR CIVIL WORKS**

1. Cement : Ultra tech cement (53 Grade/ 43 Grade)
2. Steel : Tata, Jindal (TMT Fe 500)
3. Sand : River Sand
4. Blocks : AAC Blocks
5. Water proofing compound : MYK, Zori Proof, Conproof
6. Hardware : Dorset, Godrej
7. Windows/ Ventilators : Fenesta
8. S.W.Pipes : Sudhakar, Finolex, Surya
9. CPVC water pipes : Sudhakar, Surya, Prince

**Note:** The tenderer shall ensure that only approved materials are used. Where necessary he may have to produce proof of using approved makes through original receipts, letter from the manufacturer or authorized dealer etc. Though choices are mentioned above, please note that the Consultant/ UIICL reserves the right to choose

**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 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 Tender

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_