

# UNITED INDIA INSURANCE COMPANY LTD

TENDER DOCUMENT FOR INTERIOR & ELECTRICAL,  
CIVIL, DATA CABLING

AT

ORISSA COOP HOUSING CORP BUILDING, BLOCK NO 1, FLOOR  
NO-5, JANPATH, BHUBANESWAR, KHURDA, ODISHA-751001

DRAWINGS, GENERAL CONDITIONS, SPECIFICATIONS TENDER SCHEDULE

Issued \_\_\_\_\_

Last date of submission: 14th May 2019 at 17:30hrs

Opening date of tender: 16th May 2019 at 11:30hrs

E.M.D.AMOUNT : Rs. 92,603/-  
Estimated Amount : Rs. 18,52,055/-

## ARCHITECTS

**Prateek Gupta Architects**  
181, Kanan shree villa, Gayetri Vihar  
Patia, Bhubaneswar  
Odisha -751024  
E-mail ID: prateekarch08@gmail.com

## P R O J E C T      I N F O R M A T I O N

Owner : The Chief Regional Manager  
UNITED INDIA Insurance Company Ltd  
Regional Office Bhubaneswar,  
Janpath  
Odisha

Scope of Work : Interior Works including Civil, Electrical  
Data Cabling at  
III floor, OCHC Building. Janpath  
Location : 3<sup>rd</sup> Floor, OCHC Building, Unit III,  
Kharavela Nagar, Janpath, Bhubaneswar

Date of commencement : Within 3 days after receiving Work Order.

Period of completion : 45 days from the date of handing over the  
Site/acceptance whichever is later.

Earnest Money Deposit : EMD should be in the form of a DD payable in  
favour of "United India Insurance Company  
Ltd" payable at Bhubaneswar. No interest  
will be paid on amount to  
the bidders. The EMD amount of  
the unsuccessful bidder shall be refunded  
soon after the decision to award the work is  
Finalised. In case of the successful bidder,  
the amount shall be refunded along with the  
Security Deposit after the completion of the  
Defects Liability Period.

DEFFECT LIABILITY PERIOD: 1 year after the handing over of the work  
from the date of virtual completion.

SECURITY DEPOSIT : An amount equivalent to 10% of the Final  
Value of the Bill shall be withheld for  
the duration of the Defects Liability  
period. In case no defects come to light  
during the Defects Liability period, this  
amount shall be refunded to the Contractor  
(along with EMD) after one year from the  
date of virtual completion of the work.

**GENERAL COMPOSITION OF TENDER**

**SCHEDULE - 1**

Tender document shall consist of the following set of papers.

1. Notice of Invitation to tender.
2. General Rules and Instruction for the guidance of tender.
3. Tender form.
4. Draft agreement.
5. Special conditions.
6. Summary of Various Clauses.
7. General Conditions of Contracts.
8. General Specifications.

**SCHEDULE - 11**

1. Schedule of Quotation.
2. Drawing (as given in the last page of this document).

## NOTICE OF INVITATION TO TENDER

Sealed tenders on item rate basis are invited from competent Interior Contractors having sound technical and financial capacity for executing Interior works for the United India Insurance, Regional Office Bhubaneswar, 3rd Floor, OHC Building, Unit III, Kharavela Nagar, Janpath, Bhubaneswar

Tender documents comprising of this document along with a separate Schedule of Quotations can be downloaded free of cost from our website [www.uiic.co.in/tender](http://www.uiic.co.in/tender) but shall be submitted together, preferably spiral bound, or tagged or submitted in book format, but shall under no circumstances, be submitted in loose form.

**ESTIMATED COST OF WORKS** : Rs. 18,52,055/-

**DATE OF SUBMISSION** : 14/05/2019

The Company will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

Chief Regional Manager  
Regional Office,  
UNITED INDIA Insurance Company Ltd,  
Orissa Coop Housing Corp, Door No-Block No 1,  
Floor No-5, Janpath,  
Bhubaneswar, Odisha

## **GENERAL INSTRUCTIONS FOR THE GUIDANCE OF TENDERERS**

1. The form enclosed with this tender states the works to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the works, also the amount of Earnest Money to be deposited along with the tender and the percentage at which the security deposit shall be deducted from the final of the successful Contractors. Copies of the specifications and the drawings and a schedule of quantities of the various descriptions of the work and any other documents required in connection with the work signed for the purpose of identification by the Architect shall also be open for inspection by the Contractor at the office of Architects.
2. In the event of a tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person including a power of Attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts or Payments made on account of a work, when executed by a firm must also be signed by the several partners, except where the Contractors are described in their tender as a firm, in which case the receipt must be signed in the name of the firm by one of the partners or by some other person having the authority to issue valid receipts on behalf of the firm.
- 4 Any person who submits a tender shall quote item-wise rates, stating at what rate he is willing to undertake each item of work. Tenderers who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which make any other conditions of any sort are liable for rejection.
5. The rates and/or amounts must be quoted in rupees and paisa clearly, along with rates in figures.
6. The Employer on whose behalf tenders have been invited shall have the right of rejecting all or any of the tenders and shall not be bound to accept the lowest tender.
7. The Tenderers shall maintain secrecy of Tender Documents, Drawings or any other record connected with the work given to them.
8. The rate quoted by the tenderer in the item rate column of the tenders shall prevail and not the amount worked out by them. The rate quoted in words shall prevail and not the rate shown in figures in case of discrepancy between them.
9. If it is found that a tender is not submitted in proper manner or contains too many corrections or speculative rates or amounts, the tender is liable for rejection.
10. The Contractor shall execute all the works referred to in the tender documents as per the terms and conditions contained or referred to therein, and to carry out such deviations as may be ordered during the course of the work.
11. No material shall be issued by the owners at the site of work.

12. The EMD collected from the Contractor will be refunded to him along with the Security Deposit after completion of the defects liability period provided he has satisfactorily carried out all the works and attended to all the defects coming to light during the defects liability period. NO INTEREST IS ALLOWED ON RETENTION MONEY.

13. GENERAL OBLIGATIONS :

A. Inspection of site etc. before submission of tender:

The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender, as to the nature of the site and other site conditions, the quantities and nature of the work and material required for the completion of the works, the means of access to the site, the local labour conditions, the accommodation he may require and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender.

B. SUFFICIENCY OF TENDER :

The Contractor shall be deemed to have satisfied himself before the tendering as to the correctness and sufficiency of his tender for the work, and that the rates and prices quoted by him cover all his obligations under the contract, and all matters and things necessary for proper implementation, completion and maintenance of the work.

C. CLARIFICATION BEFORE SUBMITTING TENDERS

Should the Contractor notice any discrepancy or error in the statement made or quantities or units shown against any item or items he shall immediately bring it to the notice of the Architect / Employer and obtain clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which the Employer shall have the right to ask the Contractor to execute the work according to the statement made or quantities or units shown in the tender without any additional compensation.

D. RATES QUOTED FOR THE FINISHED WORKS:

The rate quoted in the tender by the Contractor must be for the finished work as per the drawings and specifications.

E. LOCATION OF WORK:

3<sup>rd</sup> Floor, OCHC Building, Unit III, Kharavela Nagar, Janpath, Bhubaneswar, Odisha-751001

F. TENDER OPEN FOR

The tender shall remain open for acceptance for a period of 90 days from the date of opening of the tender.

14. Tender will be received at the Office of United India Insurance Company Limited, Regional Office, Orissa Coop Housing Corp, Block No 1, Floor No-5, Janpath, Bhubaneswar, Odisha Tenders will be opened at at Regional Office, the same day in the presence of tenderers or their agents who may choose to attend.

15. The tender documents duly filled and signed by the tenderer shall be addressed in a sealed cover to the Deputy General Manager, UNITED INDIA Insurance Company Ltd, Odisha. The full name and the address of the tenderer and the name of the work shall be mentioned on the cover. The tender shall be superscripted "Interior Works for Regional Office, Orissa Coop Housing Corp, Block No 1, Floor No-3, Janpath, Bhubaneswar, Odisha".

16. All entries in the tender document shall be clearly written and shall be in ink and in English. Corrections if any shall be clearly made and duly signed and dated by the tenderer. Erasers and over writing shall not be permitted and shall make the tender liable for rejection.

17. The Tenderer shall sign each and every page of tender documents including the drawings attached hereto.

18. Unit rates shall be quoted in figures and in words with reference to each item and for all items shown in the attached bill of quantities and these rates shall be for the finished work at site.

19. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in the market rate etc., as well as all taxes and duties payable. No claims will be entertained on this account after acceptance of the tender or during the execution of contract.

20. Every tender shall be accompanied by EMD by way of a DD or Banker's Cheque for Rs.92,603/- (Rupees Ninety two thousand six hundred three only) drawn on any Scheduled Bank favouring "United India Insurance Company Ltd." and payable at Bhubaneswar, failing which the tender shall be liable to be rejected. This EMD will be refunded to the un-successful tenderers without any interest after the award of work.

21. In case of successful tenderer whose tender has been accepted the EMD will be retained along with security deposit.

22. Security deposit equivalent to 10% of the amount of final bill will be deducted and retained by the Employer till completion of the defects liability period and will be refunded to the Contractor, 14 days after the end of defects liability period, provided he has carried out the work satisfactorily and attended to all defects brought to his notice during the Defects Liability Period. No interest is allowed on retention money.

23. The earnest money deposit is liable to be forfeited without prejudice to any other remedy available to the Employer under the terms of contract, in case the tenderer modifies or revokes his tender during the tenderers validity period or upon acceptance of his tender

fails to start the work in accordance with the instructions of the Employer. The decision of the Employer in this regard shall be final and conclusive, and is binding on the tenderer.

24. Quantities shown in the bill of quantities are only approximate and are liable to vary without entitling the Contractor to any compensation whatsoever.

25. The Contractor shall enter into an agreement with the Employer according to the attached articles of agreement.

26. Sales tax or any other tax on materials in respect of this contract shall be payable by the Contractor and the Employer will not entertain any claim whatsoever in this respect.



## T E N D E R

The Deputy General Manager  
Regional Office,  
United India Insurance Company Ltd,  
Regional Office, Orissa Coop Housing Corp,  
Door No-Block No 1, Floor No-5, Janpath,  
Bhubaneswar, Odisha

Dear Sirs,

Sub: Tender for Interior works for III Floor Regional Office, Orissa Coop Housing Corp, Door No-Block No 1, Janpath, Bhubaneswar, Odisha. I/We tender for execution of interior works at your III Floor East Wing, United India Regional Office, Bhubaneswar as per the tender within the given time schedule for completion of work for jobs as separately signed and accepted by me/us at the schedule of rates quoted by me/us for the whole work in accordance with notice/ letter inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedules of rates, Specifications for materials and workmanship, drawings, time schedule for completion of job, and other documents and papers (all) as detained in the tender documents.

2. It has been explained to me/us that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the time schedule of completion of jobs and signed and accepted by me/us is the essence of the contract. I/We agree that in the case of failure on my/our part to strictly observe the time of completion mentioned for jobs or any of them and to the completing of work in all respects according to the schedule set out in the said "TIME SCHEDULE" of completion of jobs, I/We shall pay compensation to the owner as per provisions and stipulations contained in the conditions contract and I/We agree to recovery being made as specified therein. In exceptional circumstances, extension of time which shall always be in writing may, however, be granted by the Architect/Employer at his entire discretion for some items of work, and I/We agree that such extension of time will be counted for extension of completion dates stipulated for the job and for the final completion of work as stipulated in the said time schedule of completion of jobs.

3. I/We agree to pay the Earnest Money and Security Deposit and accept the terms and conditions laid down below in this respect.

- A. Earnest Money: Rs.92,603/- (Rupees Ninety two thousand six hundred three only). The EMD should be in the form of a Banker's Cheque / DD payable at Odisha and drawn in favour of "United India Insurance Company Limited".
- B. Security Deposit: The amount of Security deposit shall be 10% of the final Bill Value and would be withheld from the amount of final bill at the time of its payment.

The EMD along with Security Deposit shall be refunded to the Contractor after the end of the defects liability period provided all the works have been satisfactorily carried out, and any defects or required repairs in the works brought to the notice of the Contractor are promptly attended to. Contract. No interest shall be payable either on the EMD or the Security Deposit.

4. Should this tender be accepted, I/we hereby agree to abide by and fulfil all terms and conditions referred to above and in default thereof, to forfeit and pay to the OWNER or its successors or its authorised nominees such sums of money as are stipulated in the conditions contained in General Tender Notice and other Tender documents.

5. If I/we hereby pay the Earnest Money of Rs.92,603/- (Rupees Ninety two thousand six hundred three only) by way of Banker's Cheque / Demand Draft drawn in favour of UNITED INDIA INSURANCE COMPANY LTD and payable at Odisha.

6. If I/we fail to commence the work within 3 (three) days of intimation of acceptance of my/our tender, I/we agree that the said owner or its successors without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money in full. The said owner shall also be at liberty to cancel the Notice of acceptance of tender if I/we fail to execute an Agreement or to start the work as stipulated in the Tender Documents.

I/we enclose herewith evidence of my/our experience of execution of works of similar nature and magnitude carried out by me/us.

Address:

Yours faithfully,

Signature of Tenderer(s)  
with the seal of the firm.

Name and designation of authorised person  
signing the tender on behalf of the Tenderer(s)

## ELIGIBILITY CRITERIA

The contractor should have the following eligibility criteria:

1. The contractor should have undertaken works in Government Departments / Public Sector Undertakings / Central Autonomous Bodies/State Autonomous Bodies / Financial Institutions and any other reputed organization during last 3 years.
1. Details of works done in last 3 years. Please mention the works which qualifies for the following.  
**(FILLED UP PROFORMA -A, B, C & D SHALL BE ENCLOSED.**

*Two project - each costing 80% of the class limit*  
**or**  
*Three projects - each costing 70% of the class limit*

### PROFORMA - A

S.NO	DETAILS	TO BE FURNISHED BY THE CONTRACTOR
1	Name of Address of the applicant /firm	
2	PAN No, VAT No, Income Tax registration number and SSI no	
3	Type of organization & year of incorporation	
4	Correspondence address with contact person name, telephone number, mobile no., email id, etc.	
5	Turnover of the company. Please provide the details for the last 3 years (contractor to attach relevant proofs)	FY 2017-18 :  FY 2016-17 :  FY 2015-16 :
6	Other information that the applicant might like to give in support of the application	

Contractor Name & Signature

**PROFORMA-B**  
**WORK EXPERIENCE- 1**

Work experience should be accompanied by the copy of its award letter, work completion certificate and performance certificate. Company Reserves the right to verify the details furnished by the Applicant, with the Organization which awarded the contract, if it desires.

1	Details of the Organization which Awarded the Contract Work.		
a	Name of the Organization		
b	Address of the Organization		
c	Name of Contact Person(s):		
d	Contact Number(s):		
2	Name of Contract		
3	Period of Contract		
4	Nature of Contract Work in Brief		
5	Actual Value of the Contract Work:		
6	Stipulated Time for Completion:		
7	Actual Time for Completion:		
8	Whether Work Left Incomplete or Terminated?	YES	or NO (if yes, please furnish details / reasons below)
9	Enclosed copy of		
	a) Work order	YES	or NO
	b) Completion certificate	YES	or NO
	c) Performance certificate	YES	or NO

Contractor Name & Signature

**PROFORMA-C**  
**WORK EXPERIENCE- 2**

Work experience should be accompanied by the copy of its award letter, work completion certificate and performance certificate. Company Reserves the right to verify the details furnished by the Applicant, with the Organization which awarded the contract, if it desires.

1	Details of the Organization which Awarded the Contract Work.		
a	Name of the Organization		
b	Address of the Organization		
c	Name of Contact Person(s):		
d	Contact Number(s):		
2	Name of Contract		
3	Period of Contract		
4	Nature of Contract Work in Brief		
5	Actual Value of the Contract Work:		
6	Stipulated Time for Completion:		
7	Actual Time for Completion:		
8	Whether Work Left Incomplete or Terminated?	YES      or      NO (if yes, please furnish details / reasons below)	
9	Enclosed copy of		
	a) Work order	YES	or      NO
	b) Completion certificate	YES	or      NO
	c) Performance certificate	YES	or      NO

Contractor Name & Signature

**PROFORMA-D**  
**WORK EXPERIENCE- 3**

Work experience should be accompanied by the copy of its award letter, work completion certificate and performance certificate. Company Reserves the right to verify the details furnished by the Applicant, with the Organization which awarded the contract, if it desires.

1	Details of the Organization which Awarded the Contract Work.		
a	Name of the Organization		
b	Address of the Organization		
c	Name of Contact Person(s):		
d	Contact Number(s):		
2	Name of Contract		
3	Period of Contract		
4	Nature of Contract Work in Brief		
5	Actual Value of the Contract Work:		
6	Stipulated Time for Completion:		
7	Actual Time for Completion:		
8	Whether Work Left Incomplete or Terminated?	YES	or NO
		(if yes, please furnish details / reasons below)	
9	Enclosed copy of		
	a) Work order	YES	or NO
	b) Completion certificate	YES	or NO
	c) Performance certificate	YES	or NO

Contractor Name & Signature

PRATEEK GUPTA ARCHITECTS

Seal & Signature of the Vendors

**(Agreement to be made on Rs.100.00 non-judicial stamp paper.)**

ARTICLES OF AGREEMENT made  
at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
between \_\_\_\_\_ (Name and address of the Tenderer) of the one part  
AND

United India Insurance Company Limited, Regional Office, Regional Office,  
Orissa Coop Housing Corp Building, Block No 1, Floor No-5, Janpath,  
Bhubaneswar, Odisha (hereinafter referred to as the Employer which expression  
shall mean and include its Executors, Legal Representatives, Administrators,  
& Assigns) of the other part.

WHEREAS THE Employer is desirous of carrying out various interior works  
at its UIIC, REGIONAL OFFICE BUILDING, Bhubaneswar, Odisha and has  
caused drawings and specifications describing the work to be done or to  
be prepared under the direction of Prateek Gupta Architects, -3rd Floor  
, 181 Kanan Shree Villa, Patia, Bhubaneswar, Odisha (Hereinafter  
referred to as the Architect).

AND WHEREAS the said drawings inclusive of the specifications and the  
priced schedule of quantities have been signed by and on behalf of the  
parties hereto and WHEREAS the Contractor has agreed to execute the  
work upon and subject to the conditions set forth herein (hereinafter  
referred to as "the said conditions") the work shown upon "the said  
drawing" and described in the specifications and "the said priced  
schedule of quantities" at the respective rates mentioned in the period  
schedule of quantities.

**NOW IT IS HEREBY AGREED AS FOLLOWS**

2. In consideration of the payments to be made to the Contractor  
as hereinafter provided, he shall upon and subject to the said  
conditions execute and complete the work shown upon the said drawings  
and such further detailed drawings as may be furnished to him by the  
said Architect and described in the specifications and the priced  
schedule of quantities.

3. The Employer shall pay the Contractor such sums as shall become  
payable herein under at the times and in the manner specified in the  
said conditions.

4. The term "THE ARCHITECT" in the said conditions shall mean  
Prateek Gupta Architects, -3rd Floor, 181 Kanan Shree Villa, Patia,  
Bhubaneswar, Odisha-751024, for the purpose of this contract. No person  
subsequently appointed to be the Architect under this contract shall be  
entitled to disregard or over rule any decision in writing by the  
Architect for the time being.

4. The agreement and Documents above mentioned, shall form the basis of this contract, and the decision of the said Architect/Employer as mentioned in the conditions of contract in reference to all matters of dispute as to the materials workmanship or account and as to the intended interpretation of the clauses of this Agreement or any other document attached hereto shall be final and binding on the Contractor.

5. The said contract comprises execution of the works to be carried out at the place mentioned hereinabove and all subsidiary works connected thereto with within the same site as may be ordered to be done from time to time by the said Architect, even though such works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.

6. The Employer through the Architect reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or having portions of the same carried out departmentally or otherwise without prejudice to this contract.

7. The said conditions 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 agreements on their parts respectively in such conditions contained.

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

9. The several parts of this contract have been read by us and fully understood by us.

**IN WITNESS WHEREOF** the parties hereto have, of their free will and consent, executed this **Agreement** at Hyderabad on the \_\_\_\_\_ (date) of \_\_\_\_\_ (month) \_\_\_\_\_ year.

Signed by the said  
in the presence of

Employer

Witness \_\_\_\_\_

Name \_\_\_\_\_

Signed by the said  
in the presence

Contractor

Witness \_\_\_\_\_

Name \_\_\_\_\_



## **SPECIAL CONDITIONS**

1. **GENERAL:** The Contractor shall get acquainted with the proposed site for the works and study specifications and conditions carefully before tendering. The work shall be executed as per programme approved by the Architect. If part of the site is not available for any reason or there is some unavoidable delay in supply of materials stipulated by the Employer, the programme of execution shall be modified accordingly and Contractor shall have no claim for any extra or compensation on this account.
  
2. **PERIOD OF COMPLETION:** Time is the essence of this contract. The entire **works covered in the contract shall be completed by Contractor within 45 days from the date of award of work.**
  
3. **OTHER AGENCIES WORKS:** In case any other agencies are working on this project simultaneously, the Contractor shall have to work at every stage in close co-ordination with such agencies. He shall have to programme his work accordingly in consultation with other agencies and as per sequential requirements as may be decided upon by the Architect. Simultaneously, execution of other components of the work by other agencies may necessitate execution of the work in a particular sequence and this will not be accepted as a ground for any delay or excuse of any nature what so ever.
  
4. **WATER SUPPLY:** The Contractor shall make this own arrangements for supply, storage and distribution of water at site.
  
5. **POWER SUPPLY:** The Contractor shall make his own arrangements for required wiring for using of electricity. Although he may use the meter provided in the premises of the owner, the charges for the current consumed by him shall be deducted from the amount of bill payable to him by the owner.
  
6. **RATES :** The rates quoted by the Contractor must include all taxes such as sales tax, excise and octroi etc., and the cost of transportation of material to the site as well as the fixing or placing in a position for which the items of work is intended to be operated. It should be clearly understood that any claims for extra sales tax, excise duty etc., shall not be entertained in any case whatsoever, once the tenders are opened.
  
7. **NATURE OF WORKS:** The Contractor should carefully study the list of materials as he will have to carry out the work at the quoted rates only nothing extra would be paid on this account.
  
8. **SAMPLES OF MATERIALS:** For all finishing items such as wall panelling, plastering, painting, the Contractor shall have to make sample panels for approval of the Architect as directed by the Architect. No extra amount or rates shall be paid for making such samples for approval, irrespective of the number of such samples.

9. PERIOD OF EXECUTION AND DATE OF COMMENCEMENT OF WORK: The time provided for execution of work shall be 45 days from the date of award of work. The date of commencement of the work shall be within 3 days of the Contractor receiving notice from the Architect that the particular work may be commenced. The Architect shall instruct the Contractor to commence the work when he considers that the Contractor has sufficient drawings and other materials and equipment to commence the work. The Architect's decision in this regard shall be issued to the Contractor as the work proceeds. Delay in obtaining materials and equipment shall be to the Contractor's account and shall not be admitted as grounds for extension of the time stipulated for the completion of any of the works.

10. MATERIALS TO BE USED IN THE WORKS: The Contractor shall be required to procure all materials of the best available quality from his own sources for use in the works. All changes of price, cartage, storage, transport and delivery of all materials shall be deemed to have been included in the Contract rates. The rates quoted by the Contractor shall be inclusive of the taxes and duties levied by Government and other authorities.

11. LABOUR: The Contractor shall strictly comply with the provisions of the Contract Labour regulations in force.

12. ORDER OF PRECEDENCE : In case of ambiguity in schedule of rates, general condition, specifications and drawing, the following order of precedence will prevail :-

- a. Agreed variation.
- b. Schedule of rates.
- c. Special conditions.
- d. Particular specifications
- e. Drawings.
- f. General conditions of contract.

13. EMPLOYER'S OBLIGATIONS : The employer's obligations are limited to the following:

- a. Supply of execution drawings.
- b. Payments to the Contractors for performance of the work under the contract as per terms and conditions specified therein.

14. RESPONSIBILITY FOR PROCUREMENT: Sole responsibility rests with Contractor for procurement of all materials required for completion of work within the stipulated time.

15. INCOME-TAX: Income tax at such rates as is prevalent at the time of payment, shall be deducted from Contractors bill unless specific exemption has been obtained by the Contractor from the Income Tax Department and documentary evidence to this effect has been submitted to the Employer.

16. QUANTUM OF WORK: A schedule of approximates for various items accompanies this tender. It shall be definitely understood that the Architect/Employer do not accept any responsibility for the correctness of this schedule in respect of item and quantities and this schedule is liable to alteration by deletion, deductions or additions at the discretion of the Architect / Employer. The Employer reserves the right to increase or decrease the quantum of work at site without assigning any reason.

17. QUALITY OF MATERIALS: The Architect's decision with regard to the quality of the material and workmanship will be final and binding, and any material rejected by the Architect/Employer shall be immediately removed by the Contractor at his own cost.

18. SUB-LETTING: No part of the contract shall be sublet without any written permission of the Architect and Employer, nor shall transfer be made by the Power of Attorney authorising others to carry out the work or receive payment on behalf of the tenderers.

19. DEFECTS LIABILITY PERIOD: Any defect developing or coming to light within the Defect Liability Period of Twelve months from the date of completion of work will have to be rectified by the Contractor at his own cost and in case the defects are not rectified by the Contractor, the Architect/Employer or their representative shall get the work done at the risk and cost of the Contractor.

20. OCCUPATION IN PART: If the Employer wants to occupy areas in part, the Contractor shall complete the work of these areas in conjunction with the Employer and hand over the same to the Employer without effecting any of clauses of contract at agreement.

21. PROGRESS OF WORK AND PENALTY: If the work throughout the stipulated period of contract does not proceed expeditiously and diligently, or the work remain uncompleted, delayed or incomplete after the specified dates as agreed in the approved programme chart, the Architect/Employer shall give notice and an opportunity to the Contractor to compensate the loss of time within 15 days. If the Contractor fails to complete the work promptly, the Architect/Employer shall terminate the contract without any further notice. In such an event, the earnest money deposited by the Contractor shall stand forfeited, and the Contractor shall in addition be liable to pay a penalty at the rate of 0.5% of the total tender value per week of delay, up to a maximum of 5% of the total contract value. The Architect/Employer shall have irrevocable right to allocate the remaining work to any other agency of their choice.

22. MEASUREMENT AND BILLING: The Contractor or his representative shall accompany the Architect/ Employer or their representative for taking measurements and shall agree to the measurements taken on spot. All necessary tapes shall be of steel and shall be supplied by Contractor. If the Contractor fails to accompany the Architect/Employer for measurements, then he shall be bound by the measurements taken by the Architect/Employer and submit the bill accordingly.

Final measurement shall be taken within one week from the date of completion of the project.

23. EXTRA ITEMS: Rates for authorised extra items of additional, altered, or substituted work shall be as per following order of preference:

- a. The rates quoted for similar items of additional work in the tender.
- b. Rate derived from similar item of work in the Tender.
- c. Cost of labour and materials actually involved plus 15% for Contractor's profit and overheads. Necessary proof for the materials consumed by way of bills/invoices should be produced.

Decision of the Architect shall be final and binding on any dispute arising on the rates of extra items.

24. ESCALATION: No escalation claim is applicable for the nature of work, hence the Contractor cannot claim any escalation on the item quoted in schedule of contract.

25. WITHDRAWAL OF ITEMS: The Architect/Employer reserve the right to withdraw any items of work shown in the bills of quantities, attached to the specifications, for which the Contractors have quoted for, after giving them due notice thereof and entrust such works to separate agency. In such case the Contractor will have no right to claim any compensation for such portions of work deleted.

26. MINOR VARIATIONS: A minor change in any of the scheduled items made by the Architect in their working drawings or/and instructions by them during the execution of the work, shall be (done) effected by the Contractor without charging any extra rates. The discretions for such decisions on minor changes would lie with the Architect.

SUMMARY OF VARIOUS CLAUSES

1. Defects Liability : 12 months period from the date of virtual completion.
2. Period of final measurement : After completing works final measurement shall be within 1 week
3. Date of commencement : Within 3 days of receiving Work Order.
4. Period of completion : 45 (Forty five days)
5. Penalty : 0.5% of the contract amount per week upto maximum of 5% of the total value of work.
6. Earnest Money Deposit : Rs. 92,603/- along with tender
7. Security Deposit : 10% of the amount of Final Bill which shall be refunded after the completion of Defects Liability Period as per the Defects Liability Clause contained herein, along with the EMD amount. Interest is not allowed on Security Deposit.
10. Extra Items : Actual cost of labour & materials plus 15% for Overheads & profit.
11. The several parts of this contract have been read by us and fully understood by us.

**IN WITNESS WHEREOF** the parties hereto have, of their free will and consent, executed this **Agreement** at Hyderabad on the \_\_\_\_\_ (date) of \_\_\_\_\_ (month) \_\_\_\_\_ year.

Signed by the said  
in the presence of

Employer

Witness :

Signed by the said  
in the presence of

Contractor

Witness:

GENERAL CONDITIONS OF CONTRACT - DEFINITION AND INTERPRETATION

1. DEFINITIONS :

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

a. EMPLOYER.

Means M/s UNITED INDIA INSURANCE COMPANY LTD with their Regional Office at Odisha and includes its officers, employees or persons authorised on their behalf.

b. ARCHITECT.

Shall be the person duly appointed by the Employer to act as Architect and consultant for the purpose of the contract.

c. CONTRACTOR.

Shall mean the successful tenderer to whom the contract has been awarded.

d. SUB-CONTRACTOR.

Shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been sub-let with consent in writing by the Employer or the Architect and the legal representatives, successor and assignees of such person.

e. CONTRACT.

Shall mean and include the following;-

I. Notice inviting tender.

II. Tender Forms.

III. General conditions of contract and special conditions.

IV. Specifications.

V. Bill of quantities (Abstract of Quotations).

VI. Drawings.

f. SITE, shall mean the actual place where work is to be done, allotted by the Employer for Contractor's use.

G. Work of the Contractor shall mean and include materials or labour or both.

2. ASSIGNMENT AND SUB - LETTING

The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or thereunder without the written permission of the Architect/Employer.

The Contractor shall not sub-let the whole or any part of the Contract or its works without the written consent of the Architect and the Employer. Even if such consent is given, the Contractor shall be responsible for the acts, defaults and negligence of the sub-Contractor, his agents, employees or workmen as fully as if they were the acts defaults or negligence of the Contractor or his agents, servants or workmen.

DRAWINGS:

ISSUE OF DRAWINGS :

Drawings approved for execution will be issued to the Contractor progressively during the contract period and the Contractor shall arrange for the execution of the works and the procurement of materials accordingly. The Contractor shall give adequate notice in writing to the Architect/or his representative of any further drawings or specification that may be required for the execution of the works or otherwise under the contract.

COPIES OF DRAWINGS TO BE KEPT AT SITE:

One copy of the drawings furnished to the Contractor as aforesaid shall be kept at the site in a suitable folder and the same shall at all reasonable times be available for inspection and use by the Architect/ Employer or their representative and by any other person authorised by the Architect in writing.

ISSUE OF FURTHER DRAWINGS AND INSTRUCTIONS:

The Architect shall have full power and authority to supply to the Contractor from time to time through his representative, during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

OWNERSHIP OF DRAWINGS;

All drawings supplied to the Contractor are deemed to be the property of the Architect. The Contractor agrees both on behalf of himself and his employees, and sub-Contractors, whether during or after completion of the contract, not to divulge or use except for the purpose of this contract, any information contained in the drawings.

EXECUTION AS PER DRAWINGS:

The Contractor shall not vary or deviate from the drawings in any respect while executing the work or executing any extra work of any kind whatsoever unless so directed by the Architect.

COMMENCEMENT OF WORK:

The Contractor shall commence the work at site within 3 days of receipt of the letter of intimation unless otherwise specified, and shall proceed with the same with due diligence expeditiously.

#### PROGRAMME OF WORK:

Soon after the award of contract, the Contractor shall submit to the Architect for his approval a programme to match with the planned completion of the work which he proposes to carry out, and shall whenever required by the Architect or Architect's representative, furnish further detailed programme and particulars in writing of the Contractor's arrangements for carrying out the works and temporary works which the Contractor intends. Failure to supply such programme shall not relieve the Contractor of any of his duties or responsibilities under the contract.

#### CONTRACTOR'S EMPLOYEES:

The Contractor shall provide and employ qualified and experienced personnel at site in connection with the execution and maintenance works.

a. Only such technical assistants as are skilled and experienced in their respective callings and such sub-agents, foremen and leading hands as are competent in proper supervision shall be assigned to the work they are required to carry out or supervise and,

b. Such skilled, semi-skilled and unskilled labour as are necessary for the proper and timely execution, completion, and maintenance of the works shall be employed by the Contractor.

#### REMOVAL OF WORKMEN:

The Architect / Employer shall be liberty to require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion if the Architect/Employer commits misconduct or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Architect/Employer to be undesirable and such person shall not be again employed upon the works by the Contractor without the written permission of the Architect/Employer. After the removal of any such employee, the Contractor shall without delay, arrange for a competent substitute duly approved by the Architect.

#### COMMUNICATIONS TO BE IN WRITING:

All references, communications, correspondence made by the Employer, the Architect, and their representative or the Contractor concerning the works shall be in writing and duly acknowledged and no reference, communication, or complaint which is not in writing, shall be recognised.

#### MATERIALS, TOOLS AND PLANT:

All materials required for the execution of the works other than those mentioned in the Notice Inviting Tender shall be supplied by the Contractor. Materials so supplied shall have the approval of the Architect before being used in the works and shall be removed from the site of work at the Contractor's own cost. The Contractor shall supply all tools, and equipment required for execution of the works.



**SETTING OUT:**

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions, and alignment of all parts of the works and for the provision of all necessary instruments, appliances, and labour in connection therewith. If at anytime during the progress of the works any error is noticed in the position, level, dimensions or alignment of any part of the works, the Contractor on being required so to do by the Architect or Architect's representative, shall at his own cost rectify such error to the satisfaction of the Architect or his representative. The checking of any setting or any line or level by the Architect or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall provide all necessary instruments, appliances, and labour required by the Architect or his representative for checking of the settings.

**DAMAGE TO PERSONS AND PROPERTY:**

The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the execution and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, and expenses of whatsoever nature in respect thereof in relation thereto.

**CO-OPERATION WITH OTHER AGENCIES:**

The Contractor shall co-operate with any other agencies or Contractors that may be employed or engaged by the Employer as far as it relates to the Contractor's work. The sequence of work shall be so arranged and co-ordinated that the work of other agencies can also progress simultaneously.

**WORK IN SHIFTS AND OFF-DAYS:**

The Contractor shall work in one or more shifts as also on Sundays and holidays to complete the work in time, if so required by the Architect. and for which the Employer shall not be liable to make any extra payment.

**SITE ORDER BOOK:**

A site order book must be maintained and always be available at site to record the instruction by the Architect/Employer or their representative. The Contractor must see that the instruction noted therein are properly carried out and make suitable entries therein.

**DELAY IN OBTAINING MATERIAL SUPPLIED BY THE EMPLOYER:**

If the Employer has undertaken to supply any material specified in the special conditions at rates and conditions cited therein, the Contractor shall keep himself in touch with day-to-day position regarding the supply of material with the Architect and shall adjust the progress of the work so that his labour may not remain idle nor thereby any other claim due to or arising from delay in obtaining the materials.

**RECORD OF MATERIALS SUPPLIED BY THE EMPLOYER:**

The Contractor shall maintain an account of different materials obtained from the Employer for executing the work under the contract. The Architect/Employer shall have the power to check the position of material at all times and verify stock as and when desired.

**SAFE STORAGE OF MATERIAL:**

The Contractor shall be responsible for the safe storage of any materials supplied by the Employer for execution of the works. Surplus materials lost or damaged or unaccounted for or made unserviceable by the Contractor shall be charged at twice the prevailing market price.

**TRANSPORT OF MATERIAL:**

Unless otherwise specified, all the materials supplied by the Employer shall be transported by the Contractor from the Employer's Store/yard, to the site of work at no extra cost.

**SITE TO BE CLEAR:**

The surplus or spoilt material and dismantled debris shall be removed to a place as directed by the Architect or stacked levelled and addressed as directed.

**PRESERVATION OF PEACE:**

The Contractor shall take requisite and adequate precautions to prevent any riotous or unlawful behaviour by or amongst his workmen and/or others employed on the works by him, for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works.

**AGE LIMIT OF LABOUR:**

The age limit for employment of labour shall be strictly in accordance with the existing labour laws and regulations in force.

**RETURN OF LABOUR EMPLOYED:**

The Contractor, if required by the Architect, shall submit returns in detail in such form and at such interval as the Architect may prescribe showing number of different classes of labour employed on the works from time to time by the Contractor.

**OBSERVANCE BY SUB-CONTRACTORS:**

The Contractor shall be responsible for the observance of the provisions of aforesaid clauses by the sub-Contractor(s) employed by him in the execution of the contract.

**REMOVAL OF IMPROPER WORK AND MATERIALS:**

The Architect or the Architect's representative shall during the progress of the works have power to order in writing from time to time

a) The removal from the site within such time or times as may be specified in the order, of any materials which in the opinion of the Architect or his representative are not in accordance with the contract.

b) The substitution of proper and suitable materials.

c) The removal and proper re-execution of work, notwithstanding a previous test thereof or interim payment thereto, or any work in respect of materials or workmanship which in the opinion of the Architect or his representative is not in accordance with the contract.

#### SUSPENSION OF WORK:

The Contractor shall, on the written order of the Architect or Employer suspend the progress of the works or any part thereof for such time or times and in such manner as the Architect/Employer may consider and secure the work, so far as in necessary in the opinion of the Architect.

#### TIME OF COMPLETION AND TAKING OVER POSSESSION OF SITE:

In so far as the Contractor may prescribe the extent or portion of the site to which the Contractor is to be given possession from time to time and the order in which such portion will be made available to him and subject to any requirements in the contract as to the order in which the work shall be executed, the Architect shall give to the Contractor possession of so much of the site as may be required to enable the Contractor to commence and proceed with the execution of the works in accordance with such reasonable proposals of the Contractor as he will make in writing to the Architect and shall from time to time as the work proceeds give Contractor possession of such further portions of the site as may be required to enable the Contractor to proceed with the completion of the works in accordance with the said programme or proposal.

#### TIME OF COMPLETION:

The whole of the works shall be completed within such extended time as has been allowed under the clause below.

#### EXTENSION OF TIME OR COMPLETION:

Should the amount of extra or additional work of any kind or changes in scope of work or other special circumstances of any kind whatsoever which may occur, be such as to justify the Contractor's request for extension of time for the completion of the works, the Architect after consultation with the Employer shall determine the amount of such extension and shall intimate the Contractor in writing provided that the Architect is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 28 days, after such work has been commenced or such circumstances have arisen, submit to the Architect full and detailed particulars of any request for the extension of time which he may consider to be justified.

EXTENSION OF COMPLETION TIME DUE TO STRIKE, FIRE ETC:

If in the opinion of the Architect the progress of the work has at any time been delayed by strikes, fire, inclement weather, unavoidable casualties, etc., beyond the control of the Contractor, then the time of completion of the work may be extended for such reasonable time as the Architect may decide and this shall be indicated in writing.

WORK TREATED AS COMPLETE:

The work shall not be treated as complete until:

- i. The site is clear from all materials, obstructions, equipment, site shed etc., and the Architect is fully satisfied with the job done by the Contractor.
- ii. The Contractor has submitted the reconciliation statement regarding the stores received from the Employer and all the surplus and salvaged materials are returned to the stores.
- iii. All equipment, tools, plant taken from the Employer have been returned by the Contractor.
- iv. Any other materials, taken on loan/transfer from other agency have been returned by the Contractor.
- v. All power and water supply connection taken for the execution of the works have been disconnected by the Contractor.
- vi. Rectification of any damage done by the Contractor in the work executed have been satisfactory redone by the Contractor.

TAKING OVER:

After completion of works or any substantial part of the works before the completion of the whole of the works, the Contractor shall notify the Architect in writing. The Architect shall within 15 days of receipt of the said notice give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Architect and occupied or used by the Employer or refuse to issue the same after stating the reasons thereof in writing. When any such certificate is issued in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part, shall commence from the date of completion for the purpose of other relevant clauses hereof.

MAINTENANCE:

The Contractor shall be responsible for the maintenance of the work for a period of twelve months commencing immediately after taking over of the work by Employer, (the Contractor's Liability parts) during which period he shall in the event of defects arising or coming to light due to faulty materials or workmanship or for any other reason, replace, rectify, or reconstruct the work carried out by him or those of his sub-Contractors to the satisfaction of the Architect/Employer.

If it is necessary for the Contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this contract shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above-mentioned period twelve months, whichever is later. If any defects are not remedied within a reasonable time, the Employer through the Architect may proceed to get the work done at Contractor's risk and expense, but without prejudice to any other rights which the Employer may have against the Contractor in respect of such defects.

The Contractor shall bear the cost of such repairs rectifications carried out on his behalf at site. Immediately upon expiry of the maintenance period the Architect shall issue a final certificate indicating that Contractor has completed the work and fulfilled his obligations under the contract.

**TERMINATION OF CONTRACT:**

If the Contractor has abandoned the contract or has failed to proceed with the work with due diligence or the progress on any particular item or items is slow or he has failed to execute the work in accordance with the terms and conditions of the contract, or is persistently or flagrantly neglecting to carry out his obligations under this contract, then it shall be lawful for the Employer to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job in case the Contractor has done any sub-standard work he shall be asked in writing to dismantle or re-do the same at his own expense. If the Contractor fails to comply with the above instruction, or does not go slow in the execution of the work, the Employer shall have the right to execute the work or any item or items thereof through another agency or agencies, including its own department, at the cost and risk of the Contractor.

**CONTRACTOR SHALL BE LIABLE FOR ANY EXTRA EXPENSES INCURRED:**

Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above by the Employer through another agency or agencies including its own department, shall be debited to the Contractor's account and shall be recovered from any money due or that may become due to the Contractor without prejudice to any other remedy that may be available to the Employer in law.

**ALTERATIONS, ADDITIONS AND OMISSIONS:**

**VARIATIONS:**

The Architect shall be entitled to make any variation of the quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:-

- a. Increase or decrease the quantity of any work included in the contract.
- b. Omit any such work or item or items of work.

c. Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way initiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the contract price.

**ORDER FOR VARIATIONS TO BE IN WRITING:**

No such variation shall be made by the Contractor without an order in writing of the Architect. Provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the bill of quantities, which are based on estimates. In such cases, the Contractor shall be paid only for the actual quantity of work done as certified by the Architect at the accepted unit item rates and no other compensation shall be allowed. Provided also that if for any reason the Architect shall consider it desirable to give any such order orally, the Contractor shall comply with such oral order given by the Architect, which shall be deemed to be an order in writing within the meaning of this clause.

**EXTRA ITEM:**

If the Contractor has been asked to execute any such item / work in course of construction for which the tender rates have not been quoted by him, he must undertake such work. The rates for such additional work shall be determined by the Employer on the following lines, in the order of preference:

1. The rates to be derived from any one of the quoted rates for similar items of work in the tender.
2. Rates based on actual observation and/or analysis of labour and materials involved in such items. For this purpose the Contractor shall submit to the Architect detailed analysis of the rate proposed by the Contractor supported by relevant vouchers. While fixing rates for extra items an allowance of 15% of the cost will be provided towards Contractor's overheads, profits and establishments taken together. The decision of the Architect will be final and binding.

**REBATE / EXTRA OVER ORIGINAL ITEM.**

If there is a deviation which is approved or observed by the Architect in the specification of a particular item of the tender, rebate/extra over the quoted rate shall be generally derived as follows:

For items not covered in the schedule, rebate/extra shall be derived based on observation / analysis of labour and materials involved in such items.

For items of an ad-hoc nature, the Contractor shall send to the Architect an account, giving full and detailed particulars with proper analysis of all claims for any additional expenses to which the Contractor considers himself entitled, and of all extra items of work ordered by the Architect, which he has executed, within one month of execution of such work, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided

Always that the Architect shall be entitled to authorise payment to be made for any such work notwithstanding the Contractor's failure to comply with this conditions if the Contractor has, at the earliest practicable opportunity notified the Architect in writing that he intends to make a claim for such work.

MEASUREMENTS:           QUANTITIES:

The quantities set out in the bill of quantities are the estimated quantities of the work. They are not to be taken as the actual quantities of the works, to be executed by the Contractor in fulfilment of his obligation under the contract.

WORK TO BE MEASURED:

The Architect shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when requiring any part of the works to be measured, give notice to the Contractor's authorised agent or representative, who shall forthwith attend or send a qualified agent to assist the Architect or his representative in making such measurement, and shall furnish all particulars required them. Should the Contractor not attend or neglect or omit to send such agent, then the measurement made by the Architect or approved by him, shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by record and drawing, the Architect's representative shall prepare records and drawings month by month and the Contractor as and when called upon to do so in writing, shall within fourteen days, attend to examine and agree such records and drawings with the Architect's representative and shall sign the same when so agreed. If after examination of such records and drawings, the Contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within fourteen days of such examination, lodge with the Architect's representative for decision by the Architect, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

METHOD OF MEASUREMENT:

The works shall be measured net in accordance to IS: 1200 (all parts) notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

PROVISIONAL SUMS:

"Provisional sum" means a sum included in the contract and so designed in the bill of quantities for execution of works or the supply of goods, materials or services, or for contingencies, which sum may be used, in whole or in part or not at all, as the Architect shall approve or determine.

The Contractor shall when requested by the Architect, produce all quotations, invoices, vouchers, and accounts or receipts in connection with expenditure in respect of provisional sums.

SETTLEMENT OF DISPUTE:

MATTER TO BE SETTLED BY EMPLOYER;

All disputes and differences of any kind whatsoever arising out of or in connections with the contract, whether during the progress of the works or after their completion shall be referred by the Contractor to the Architect and the Architect shall within a reasonable time after their presentation make and notify decision thereon in writing.

The decisions, directions, clarifications, measurements, drawing and certificates in respect of any of these or other special conditions to be given and made by the Architect on behalf of the Employer and matters which are referred to hereinafter as accepted matters, shall be final and binding upon the Contractor and shall not be set aside on account of non-observance of any formality and omission, delay or error in proceeding in or about the same or on any other ground or for any reason and shall be without Appeal.

ARBITRATION:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings, and instructions herein before mentioned and as to quality of workmanship and materials used on the work or as to any other question, claim or right, matter or anything whatsoever, in any way arising out of or relating to the contract, design drawings, specifications, estimations, instructions, orders or the conditions otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person appointed by the Owner, and there will be no objection to any such appointment that he has to deal with the matters to which the contract relates and that in the course of his duties as Owner's representative, he has expressed views on all or any of the matters in dispute or differences. If the Arbitrator, to whom the matter is originally referred, is being transferred or is vacating his office or is unable to carry out arbitration, he shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which it has left the previous Arbitrator and if for any reason, this is not possible, the matter is not be referred to Arbitration at all. In all cases where a total amount exceeds Rs.5000/- (Rupees five thousand only) the Arbitration shall give reasons for the award. Subject to what is stated in the foregoing, the provisions of the Arbitration & Conciliation Act, 1996, as amended till date, shall apply to the arbitration proceedings under this clause.

It is also a term of the contract that the party invoking arbitration shall specify the dispute to be referred to arbitration under the clause together with the amount claimed in respect of each such dispute.

It is also a part of the terms of this contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Owner that the bill is ready for payment, the Claims of the Contractor will be deemed to have been absolutely barred and the Owner shall be discharged and released of all liabilities in respect of these claims.



The Contractor shall not, except with the consent in writing of the Architect, in any way delay the carrying out of the work by reason to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the arbitration is given, abide by the decision of the Architect's instruction with regards to the actual carrying out of the work except as specifically affected by such award.

NOTICES:

SERVICE OF NOTICE ON CONTRACTOR:

All certificates, notice or written order to be given by the Employer or by the Architect to the contractor under the terms of the contract shall be served by sending by Registered post or delivering the same to the Contractor's place of business or such other address as the Contractor shall nominate for this purpose.

SERVICE OF NOTICE OF EMPLOYER:

All notices to be given to the Employer under the terms of the contract shall be served by sending by Registered post or delivering the same to the Employer's address.

## GENERAL SPECIFICATIONS

### 1. SCOPE :

The specification applies to the Panelling, Partitions, Tables, Cabinets, Flooring, Electrical, Data Cabling. to be executed by the Contractor. It is to be read in conjunction with and subject to the general conditions of documents as may from time to time be mutually agreed upon as comprising part of this contract.

### 2. SETTING OUT THE WORKS:

During execution of work the Contractor must check his work with the drawings. The Contractor shall be responsible for all the errors in this connection and shall have to rectify all defects and errors at his own cost, failing which the Employer reserves the right to get the rectification done at the risk and cost of the Contractor.

### 3. CLEARING UP AND HANDING OVER:

Upon completion of the work all the areas should be cleaned, all floors, doors, windows, surfaces etc., shall be cleaned down in a manner which will render the work acceptable to the Employer. All rubbish due to any reason shall be removed daily from the site as it accumulates. The premises will be cleaned by the Contractor as a part of contract. The Contractor shall turn over to the Employer the following:

- a. Written guarantee and certificates.
- b. Maintenance manuals, if any and
- c. Keys

### 4. MATERIALS (CIVIL):

The materials needed for all works shall be of standard quality and conform to the materials as specified in detailed specifications in the schedule of quantities and to the satisfaction of Employer.

### 5. PARTITIONS/PANELLING :

The partitions and panelling made with the specified materials to the specified heights, shall be made strictly in accordance with design. All the surfaces of partition and panelling shall be even and vertical, firm, shall be reinforced and fixed to the walls and/or ceilings so as to have the required stiffness.

### 6. LAMINATION :

All the laminates shall be as specified, be of selected shade and finish. The shades may vary as per designs.

### INSURANCE COVER:

The Contractor shall at his own expense take comprehensive all risk (C.A.R.) Insurance policy before starting the work at site and such policy shall be continued till the entire work is completed by the Contractor. The C.A.R. Insurance policy should cover damages to and loss of property and persons as under:

- a) Building under construction FOR full reinstatement value against all risks during construction.
- b) Injury to all workers belonging to Contractor's or sub-Contractor's organisation to be covered under workmen compensation act.

RESPONSIBILITY IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY:

The Contractor shall be responsible for all injury to persons, animals or things and for all damage to the structural and or decorative part of property which may arise from the operations due to the negligence of himself or of any sub-Contractor, for any of his or a sub-Contractors employee, whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with the carrying out of this contract. This clause shall be held to include inter alia any damage to buildings whether immediately adjacent or otherwise and any damage to roads, street, foot paths, bridges as well as all damages caused to the buildings and the works forming the subject of this contract by frost, rain or other inclemency of the weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this clause 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 parties.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain until the virtual completion of the contract with an office approved by the Employer, a policy of insurance in the joint names of the Employer and the Contractor, against all such risks, and deposits such policy or policies with the Architect from time to time during the currency of this contract. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer whether under the workmen compensation act or any other statutes in force during the currency of this contract or any common law or under any award, decision, order, decree, finding or judgement of any labour or industrial court or tribunal.

The Contractor shall be responsible for anything which may be excluded from the insurance policies referred to above and also for all other damage to any property arising out of and incidental to the negligence or inefficient carrying out of this contract.

He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation of damages arising therefrom. The Employer shall be at liberty and is hereby empowered to deduct the amount of any loss, damages, compensation, costs, and charges, the expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due or falling due to the Contractor.

The Contractor shall deposit the policy and original premium receipts with the Employer within 21 days from the date of signing of the contract.

In default of the Contractor insuring as provided above the Employer on its behalf may so insure and may deduct the premiums paid from any sums due or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by the insurance office should they elect to do so, proceed with all due diligence with the completion of the work in the same manner as though the fire had not occurred and in all respects under the same conditions of the contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the Architect may deem fit.