



युनाइटेड इंडिया इन्श्यूरेन्स कं. लि.  
UNITED INDIA INSURANCE CO LTD

[A Government of India Enterprise]

Estates Department  
REGIONAL OFFICE - PUDUCHERRY

TENDER FOR  
PROPOSED INTERIOR FURNISHING WORKS  
FOR THIRD PARTY SERVICE HUB AT PUDUCHERRY  
[Technical Bid]

**Employer**

United India Insurance Co Ltd  
# 35, 45 Feet Road, Balaji Nagar  
Puducherry - 605 011  
Ph: 0413- 2245806

**Consultant**

Shristi  
Tambaram - Selaiyur Road  
Chennai -600 084  
Ph: 98 4128 1968

## SALIENT POINTS

Tenderers who download documents from the internet, should submit a DD for ₹ 500/- in favor of “United India Insurance Co Ltd”, payable at Puducherry towards tender cost, without which tender will NOT be accepted. The Documents are to be spirally bound in a neat manner and should be submitted.

<b>Estimated Cost of Works</b>	₹ 8,75,000/- [Rupees Eight Lakhs Seventy Five Thousand Only]
<b>Date &amp; Day of Advertisement</b>	19/April/2017, Wednesday
<b>Website</b>	<a href="http://www.uiic.co.in/">http://www.uiic.co.in/</a>
<b>Cost of Tender Documents (Non-refundable)</b>	₹ 500/- (By DD only) [Rupees Five Hundred Only]
<b>Earnest Money Deposit [EMD]</b>	₹ 8,750/- (By DD only) [Rupees Eight Thousand Seven Hundred and Fifty Only]
<b>DD in Favor of</b>	United India Insurance Co Ltd
<b>Payable at</b>	Puducherry
<b>Last Date for Submission of Tenders</b>	11:00 AM on 03/May/ 2017
<b>Opening of Tenders</b>	12:00 P Mon 03/May/ 2017
<b>Place for Submission of Tenders</b>	United India Insurance Co Ltd Regional Office Estates Department A R Plaza, # 35 45 Feet Road Extension Balaji Nagar, Saram Puducherry – 605 011
<b>Period of the Project</b>	25 Days
<b>Minimum Amount of Work to be Carried out for Claiming Interim Payment</b>	₹ 4,00,000/- or 60% of the Work

Company reserves the right to accept/reject all of the tenders,  
without assigning any reasons, theresoever

Date

Sign & Seal of Tenderer

## **IMPORTANT GUIDELINES**

**ANY VIOLATIONS OF THESE SHALL MAKE THE**

**TENDER LIABLE FOR REJECTION**

**ALL THE PAGES ARE TO BE SIGNED BY TENDERER**

**PROCEDURE FOR SUBMISSION OF TENDER**

The Tender Document should be submitted in a SINGLE sealed envelope with the name of the work written on it.

The single outer ENVELOPE should contain the following documents.

Cover 1 - Technical Bid [Technical conditions, Supporting Documents & drawings]

Cover 2 - Financial Bid [Bill of Quantities]

Cover 3 - DD for ₹ 8,750/- towards EMD in favor of 'United India Insurance Co Ltd', payable at Puducherry.

DD for ₹ 500/- towards Tender Cost in favor of 'United India Insurance Co Ltd', payable at Puducherry.

**Cover-1:** The Technical conditions, supporting documents showing the credentials of contractor & drawings comprise the **TECHNICAL BID**, which shall be kept TOGETHER in a SEPARATE SEALED ENVELOPE.

**Cover-2:** The Bill of Quantities comprises the **FINANCIAL BID**, which should be in a SEPARATE SEALED ENVELOPE.

**Cover-3:** Another sealed envelope containing DD for ₹ 8,750/- drawn in favor of "United India Insurance Co Ltd", payable at Puducherry towards EMD & DD for ₹ 500/- drawn in favor of "United India Insurance Co Ltd", payable at Puducherry towards Tender Cost.

## **ELIGIBILITY CRITERIA FOR BIDDERS**

The Proposed Interior Renovation Works for United India Insurance Co Ltd at Regional Office for Third Party Service Hub, Puducherry are estimated at a cost of ₹ 8,75,000/- [Rupees Eight Lakhs Seventy Five Thousand only].

The Contractors participating in the tender should fulfill the following **MANDATORY** criteria to participate in the tender process.

1. They should have successfully completed ONE single work of value more than or equal to ₹ 7 Lakhs in any Direct Government Organizations or Nationalized Banks or PSUs or reputed Private Organizations.

(or)

2. They should have successfully completed TWO works of value more than or equal to ₹ 5 Lakhs in any Direct Government Organizations or Nationalized Banks or PSUs or Reputed Private Organizations.

(or)

3. They should have had a successful & satisfactory work completion record of Civil/interior works with any of the Offices of United India Insurance Company.

The Contractors participating in the tender should submit the following along with the tender documents.

- a. Copies of Work orders issued from the respective Organizations/consultants corroborating the above mentioned eligibility criteria.
- b. Copies of Completion Certificates issued from the respective Organizations or consultants corroborating the above mentioned eligibility criteria.
- c. Letters of Appreciation, if any, issued from the respective Organizations or consultants corroborating the above mentioned eligibility criteria.
- d. Details (Name, Value, Location, Type of the works etc) of Past Works completed in any Direct Government Organizations or Nationalized Banks or PSUs or Private Organizations, along with necessary supporting documents.
- e. Empanelment in any Direct Government Organizations or Nationalized Banks or PSUs.
- f. The Necessary Contact Details of any contact persons in the companies/organizations where you claim to have already worked for, as detailed below.

No	Name	Designation	Organization	Contact Number

- g. **The tender shall be REJECTED, if any of the aforementioned supporting documents are not attached in the Technical Bid.**
- h. The tenderer is deemed to have accepted all the terms & conditions mentioned in this documents upon submission of these documents. Signature of the Tenderer along with their seal is to be affixed on every page of the tender documents, wherever it is shown for.

**Date**

**Sign & Seal of Contractor**

## **NOTICE INVITING TENDER**

Sealed tenders on three cover system are invited on behalf of the Chief Regional Manager, United India Insurance Co. Ltd., Ground Floor, A. R. Plaza, 45, Feet Road, Pudhuchery, on item rate basis from competent contractors having sound technical and financial capacity to do interior, furnishing and electrical works for **United India Insurance Co. Ltd., T.P. Hub at Third Floor A. R. Plaza, 45 feet Road, Pudhuchery.**

Name of work	: Interior Furnishing Works for Third Party Service Hub at Third Floor, A R Plaza, 45 Feet Road Extension, Balaji Nagar, Saram, Puducherry.
Issue of Tender Documents	: Should be downloaded from our website From 19/April/2017 to 03/May/2017
Earnest Money Deposit	: ₹ 8,750/- (Rupees Eight Thousand Seven Hundred and Fifty Only) DD in favour of United India Insurance Co. Ltd., Payable at Pudhuchery.
Last date and time for submission of Filled in Tender Documents	: 03/May/ 2017 up to 11.00 AM
Opening of Tender	: 03/May/ 2017 at 12.00 PM
Duration for completion of works	: 25 days (Twenty Five) from the date of issue of work order
Liquidated damages for any delay	: 1% per week to a maximum of 10% of the accepted contract value
Defects liability period (DLP)	: Twelve Months
Validity of the tender	: 30 days
Sales Tax, VAT, IT, Service Tax, WCT Octroi, Lead &Lift of materials, wastages and working in shifts etc.,	: The quoted rates should include all costs
Type and submission of tender	: Three Cover System. (See clause 3 of the general conditions)
Tax Deductions at Source	: Income Tax & Works Contract Tax, as applicable.

Note: UIIC Ltd., is not bound to accept the lowest tender & reserves the right to accept or reject any or all the tenders or cancel the entire tender process without assigning any reasons whatsoever.

## **GENERAL RULES & CONDITIONS FOR THE GUIDANCE OF TENDERERS**

1. Tenders are hereby invited on behalf of Regional Manager, United India Insurance Co. Ltd., Ground Floor, A. R. Plaza, 45, Feet Road, Pudhuchery , for the proposed Interior & furnishing and Electrical works at their Third Party Service Hub at Third floor, A R Plaza, 45 Feet Road, Balaji Nagar, Saram, Puduchery.
2. **Documents to be Attached:**
  - a. **Structure and Organisation:**  
(Attach details regarding the organisational structure, constitutional status, particulars of registration with Govt. bodies, name and titles of administrative and technical staff, and details as necessary to support the status).
  - b. **Turn over details:**  
Financial turnover of minimum 40% of the estimates for the last three years.  
(Copies of audited balance sheet to be attached)
  - c. **IT Clearance:**  
Copies for the IT returns for the last three years. Should be submitted along with the technical bid.
  - d. **EMD Amount:** DD for the EMD amount should be enclosed along with the TECHNICAL BID.
3. **SUBMISSION OF TENDER:**
  - a. The Tender must be submitted in original and as per details given hereunder. Documents as required as per preset conditions given above shall be submitted along with Volume I and the rates shall be filled in the Schedule of quantities given in Volume II, of the tender document.
  - b. Tenderers are requested to quote strictly as per the terms and conditions, specifications, drawings and tender document and not to stipulate any deviations.
4. Tender documents consisting of the plans, complete specifications, the schedule of quantities of the various classes of work to be done, and the set of conditions of contract to be compiled with by the person whose tenders may be accepted, can be purchased from the office of United India Insurance Co. Ltd., Regional Office, A. R. Plaza, 45, Feet Road, Pudhuchery between the office hours 10.00 A.M. and 5.00 P.M. from 19/April/2017 to 03/May/2017.
5. The site for the work is available / or the site for the work shall be made available in parts as specified below.
6. Tenders, which should always be placed in a sealed cover, with the name of project written on the envelopes will be received by The Chief Regional Manager, United India Insurance Co. Ltd., Regional Office, Puducherry **up to 11.00 AM on 03/May/2017. The tenders will be opened on 03/May/2017 at 12.00PM.**
7. The time allowed for commencing the work is three days from the date of written orders to commence work.
8. The contractors should quote in figures as well in words the rates and amount tendered by them. The amount for each item should be worked out and the requisite totals given.
9. Earnest Money Deposit, amounting to ₹ 8,750/- (Rupees Eight Thousand Seven Hundred and Fifty Only) in the form of **Demand Draft ONLY** in favour of "United India Insurance Co. Ltd.," must accompany the tender. Each tender is to be in a sealed cover superscripted "Tender for Interior, furnishing and Electrical works" for United India Insurance Co. Ltd., T.P. Hub, Third Floor, A. R. Plaza, 45, Feet Road, Pudhuchery

10. The EMD of the contractor, whose tender is accepted, shall be forfeited in full, in case he does not remit the Initial Security Deposit within the stipulated period or start the work by the stipulated date as mentioned in the award letter.
11. The acceptance of the tender will rest with “United India Insurance Co. Ltd.,” which does not bind itself to accept the lowest tender, and or reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or, are incomplete in any respect are liable to be rejected.

United India Insurance Co. Ltd., reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.

12. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
13. All rates shall be quoted on the proper form of the tender alone.
14. An item rate tender containing percentage below / above will be summarily rejected.
15. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer / Architects shall be communicated to the Employer.
16. Special care should be taken to write the rates in figures as well as words and the amounts in figure only; in such a way that interpolation is not possible. The total amount should be written both in figures and in words. ‘P’ after the decimal figures e.g. Rs.2.15”p” and in case of words the word “Rupees” should precede and the word paise should be written at the end, unless the rate is in whole rupees and followed by the words “only”. It should be invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word “only” should be written closely following the amount and it should not be written in the next line.
17. United India Insurance Co. Ltd., does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same as the rate quoted.
18. VAT or any other tax on material or on any finished works like works contract tax, service tax, Turn over tax and any other tax in respect of this contract shall be payable by the contractor and the United India Insurance Co. Ltd., will not entertain any claim whatsoever in this respect.
19. The tender for the works shall remain open for acceptance for a period of 30 Days from the date of opening of tenders. If any tenderer withdraws his tender before the said period, the UIIC Ltd., shall be at liberty to forfeit Earnest Money Deposit paid along with the tender.
20. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered or to whom may and / have tendered for the same work. Failure to observe these conditions would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority of United India Insurance Co. Ltd.,.
21. The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for (a) electrical work (b) Air-conditioning (c) Sanitary and Water supply installations (d) Horticulture (e) Fire fighting and / or any other related work. Any clarifications on the design and drawings may be sought from office of the consulting architect, M/s. SRISHTI, 258, Velachery-Tambaram Road, Selaiyur, Chennai - 73 on working days from 11.00 Am to 5.30pm
22. If the contractor or his representatives are found to be absent from the site for more than 3 days the contract is deemed to be terminated by him.

## GENERAL CONDITIONS OF CONTRACT

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

### 1. INTERPRETATION

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

**Employer:** The term Employer shall denote United India Insurance Co. Ltd., Regional Office, A. R. Plaza, 45, Feet Road, Pudhuchery, or any of its employee's representatives authorized on their behalf.

**Architects:** The term Architects shall mean SRISHTI 'The Creative People' 258, Velachery-Tambaram Road, Selaiyur, Chennai - 73, or in the event of his/their ceasing to be the Architects for the purpose of this contract such other person/s as the employer shall nominate for the purpose.

**Contractor:** The term contractor shall mean \_\_\_\_\_ his/their heirs, legal representative, assigns and successors.

**Site:** The site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erections thereon allotted by the employer for the contractor use. The site here mentioned is at the United India Insurance Co. Ltd., Third Party Hub, Third Floor, A. R. Plaza, 45, Feet Road, Pudhuchery

**Site engineer:** The site engineer shall be appointed by the employer. The employer may also determine the number of site engineers and the supporting staff at site office to assist them and also whether the site engineer shall be temporary or permanent as far as possible, the site engineer should assume charge of his post before the contractor reports on site of work. When more than one site engineer is appointed, one of them shall be designated as senior site engineer by the premises department and the other site engineer shall be reporting to the senior site engineer.

**Drawings:** The work is to be carried out in accordance with drawings, Specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the employer during the execution of the work. All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the employer/ architects shall be given access to such drawings or schedule of quantities whenever necessary.

In case of any detailed drawings are necessary the contractor shall prepare such detailed drawings and /or dimensional sketches there for and have it confirmed by the employer/architects prior to taking up such work.

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

"The works" shall mean the work to be executed or done under this contract

"Act of insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial insolvency Act or any amending statuaries.

"The schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.

"The schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.



## **2. SCOPE**

The work consists of construction of employer's (details of work) in accordance with the "drawings" and the "schedule of quantities". It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work, during its progress and upon completion, shall conform to the lines elevations and grades as shown on the drawings furnished by the employer/architects. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the employer /architects detail with employer/architects concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer/Architects may in their absolute discretion issue further drawings and or written instructions, details, and explanations, which are, hereafter collectively referred to as "the Employer's/Architects Instructions" in regard to:

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

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

Regarding all factory made products for which BIS (Bureau of Indian Standards) marked products are available, only products bearing BIS marking shall be used in the work.

## **3. TENDERER SHALL VISIT THE SITE**

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

## **4. TENDERS**

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

**The schedule of quantities shall be filled as follows:**

- I. The rate columns to be legibly filled in ink both in figures and English words.
- II. Amount column to be filled in for each item and the amount for each sub head as detailed in schedule of quantities.
- III. All corrections are to be initiated.
- IV. The rate column for alternative items shall be filled up.
- V. The amount column for alternative items for which the quantities are to be mentioned shall not to be filled up.
- VI. In case of any errors, the rates given in the tender marked 'original' shall be taken as correct rates.

No notifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers. The employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

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

If the tenderer doesn't quote for any item in the tender, they have to execute that item, in full & as required in the site and no payment shall be made for that item, as a penalty for not quoting in the financial bid.

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

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

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

**5. AGREEMENT:**

The successful contractor may be required to sign an agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses, incidental thereto.

**6. TAXES AND DUTIES:**

The tenderers must include in their tender prices all duties royalties, service tax, TDS, cess and VAT or any other taxes or local charges if applicable. No extra claims on this account will in any case be entertained. The Employer shall deduct TDS on Income Tax & Works Contract Tax, as per the rules in vogue and shall remit the same to the appropriate authorities. The certificate for the same shall be forwarded to the Contractor, at the end of the financial quarter.

## **7. PROVISIONAL SUMS:**

All provisional sums described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of materials and not for any handling and fixing to be done by the contractor. Such costs of handling and fixing with profit (including transport charges if required) shall be separately included in the contract price as described in the schedule of quantities. The disposal of amounts covered under this head will be absolutely at the discretion of the employer.

Contractor is to make payments for these materials to the suppliers on certificate or order issued by the Employer/Architects and realizes them through his bill from the Employer.

## **8. QUANTITY OF WORK TO BE EXECUTED:**

The quantities shown in the schedule of quantities are intended to cover the entire work indicated in the drawings / tender but the Employer reserves the right to delete any item from the scope of work, execute only a part or the whole or any excess thereof without assigning any reason there for.

## **9. OTHER PERSONS ENGAGED BY THE EMPLOYERS:**

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

## **10. EARNEST MONEY AND SECURITY DEPOSIT:**

The tenderer will have to deposit an amount of Rs. 8,750/- ( Rupees Eight Thousand Seven Hundred and Fifty Only) for Interior, furnishing & electrical works, in the form of Demand draft in favour of United India Insurance Co. Ltd., at the time of submission of tender as an earnest money deposit. The Employer is not liable to pay any interest on the EMD. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken.

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

The initial security deposit will have to be made within 7 days from the date of acceptance of tender, failing which the employer at his discretion may revoke the letter of acceptance and forfeit the EMD furnished along with the tender. The initial security deposit will be refunded after satisfaction and completion of work (as certified by the architect).

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bill @ 5 % of the gross value of each running bill.

The retention amount will be refunded to the contractor, after successful completion of DLP provided he has satisfactorily carried out all the work and attended to all the defects in accordance with the conditions of the contract. No interest is allowed on retention money.

## **11. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:**

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown described therein provided that the same can reasonably be inferred there from. The contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The employer shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price, no extra payment, will be allowed for incidental or contingent work. Labour and / or materials

inclusive of all taxes and duties whatsoever except for specific items, if any stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring, etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the employer / architects. The contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and levelled where so required by the drawings unless the employer shall otherwise direct.

The contractor shall at times give access to workers employed by the employer or any employed on the buildings and to provide them with water and lighting and leave or make any holes, grooves etc., in any work. Where directed by the employer as may be required to enable such workman to lay or fix pipes, electrical wiring, special fittings etc. the quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

## **12. TIME OF COMPLETION/EXTENSION OF TIME & PROGRESS CHART**

1. **Time of completion:** The entire work is to be completed in all respect within the stipulated period of 25 days. The work shall deem to be commenced within 3 days from the date of acceptance letter or date of handing over of site, whichever is earlier. Time is the essence of contract and shall be strictly observed by the contractor. The work shall not be considered as complete until the Employer/ Architects have certified in writing that this has been complete and the defects liability period shall commence from the date of such certificate.
2. **Extension of time:** If in the opinion of the Employer/ Architects the works be delayed (a) by reason of any exceptionally inclement weather or (b) by reason of instructions from the employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighbouring owners or (c) by the works, or delay of other contractors nominated by the employer and not referred to in the specification or (d) by the reason of authorized extra and additions or (e) by reason or any combination or works men or strikes or lock-out affecting any of the building trade or (f) from other causes which the employer may consider are beyond the control of the contractor, the employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the employer failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.

In case of such strikes or lockouts as are referred to above, the contractor shall, immediately give the employer, written notice thereof. Nevertheless he shall use his best endeavours to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer for any extension of time for completion hereunder (which shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the employer shall then, in the event of an extension being, granted, determine, and declare the final completion date. The provision in clause 13 with respect to payments of liquidated damages shall be construed as if the extended date fixed by the employer were substituted for and the damages shall be deducted accordingly

3. **Progress of work:** During the period of construction the contractor shall maintain proportionate progress on the basis of programme chart submitted by the contractor immediately before commencement of work and agreed to by the employer/Architects. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programme chart so that there is no delay in completion of the project.

### **13. LIQUIDATED DAMAGES**

Should the work be not completed to the satisfaction of the employer/Architects within the stipulated period, the contractor shall be bound to pay to the employer a sum calculated at **“1% of the estimated amount shown in the tender per week subject to a ceiling of 10% of the accepted contracted sum”** by way of liquidated damages, during which the work remains un commenced or unfinished after the expiry of the completion date.

### **14. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS**

The contractor shall conform to the provisions of any acts of the legislature relating to the work, and to the regulations and Bye laws of any authorities and/or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before main and variation from the drawings or specification that may be associated to so conform give the employer/Architects written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The employer/Architects on receipt of such intimation shall be giving a decision within a reasonable time.

The contractor shall arrange to give all notices required for by the said Acts. Regulations or Byelaws to be given to any authority and to pay such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipt with the employer.

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

### **15. ACCESS**

Any authorized representative of the employer shall at all reasonable times have free access to the workshop, factories or other place where materials are being prepared or constructed for the works and also to any place where the materials are lying or from where that are being obtained, and the contractor shall give every facility to the UIIC Ltd., or their representative everything necessary for inspection and examination and test of the materials and workmanship. Except the representative of the employer no person shall be allowed at any time without the written permission of the employer.

### **16. MATERIALS, WORKMANSHIP, SAMPLE, TESTING OF MATERIALS**

All the works specified and provided for in the specification or which may be required to be done in manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications as any from their entire satisfaction. If required by the employer/architects during the execution of the work, and to their entire satisfaction. If required by the employer/Architects the contractor shall carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the employer/Architects at his own cost to prove that the materials etc. under test conform to the relevant B.I.S or as specified in specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc, shall have to be borne by the contractor. No extra payments on this account should in any case be entertained.

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

During the inclement weather contractor shall suspend concreting and plastering for such time as the employer / architects may direct and shall protect from injury all work when in course of

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

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

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

#### **17. REMOVAL OF IMPROPER WORK**

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

#### **18. SITE ENGINEER**

The term "site engineer" shall mean person appointed and paid by the employer to superintend the work. The contractor shall afford the site engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials. The site engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contractor or to sanction any day work, addition, alterations, deviations or omissions or any extra work whatsoever except in so far such authority may be specifically conferred by a written order of employer/Architects.

The site engineer shall have power to give notice to the contractor or to his foreman for non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the employers is obtained. The work will from time to time examined by the engineer from the premises department of the employer and by the architects. But such examinations shall not in any way exonerate the contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is complete subject to the limitations of this clause, the contractor shall take instructions only from the architects/employer.

#### **19. CONTRACTOR'S EMPLOYEES**

The contractor shall employ technically qualified and competent supervisor for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of employer/Architects. The contractor shall engage at least one experienced engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiency. The contractor shall employ labourers on the work as far as possible.

No labourer below the age of sixteen years and who is not an Indian national shall be employed on the work.

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

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

- a. The payment or wages act
- b. Employer's liability act
- c. Workmen's compensation act
- d. Contract labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- e. Apprentices act 1961.
- f. Any other act or enactment relating thereto and rules framed there under from time to time.

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

The contractor shall comply at his own cost with order of requirement of any health officer of the state or any local authority or of the employer regarding the maintenance of proper environmental sanitation of the area where the contractors' labourers are housed or accommodated for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same. The contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection of execution of the works, report such accident to the Employer and also to the Competent Authority where such report is required by the law.

## **20. DISMISSAL OF WORKMEN**

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

## **21. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.**

The contractor shall be responsible for any injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations of neglect to himself or of any sub-contractor or of any of his or sub-contractor's employees, whether such injury or damages arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The cause shall be held to include inter-alia, streets, footpath or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage to persons or property as aforesaid under any acts of compensation or damage consequent upon such claim.

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

## **22.INSURANCE**

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of contract against any loss or damages by fire and/or earthquake flood. The insurance must be placed with a company approved by the employer, in the joint names of the employer and the contractor for such amount and for any further sum if called to do by the employer, the premium, of such further sum being allowed to the contractor as an authorized extra.

The contractor shall deposit the policy and receipt for premiums paid with the employer within 7 days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the employer on his behalf may so insure and may deduct the premiums paid from any bills, which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the insurance company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the employer may deem fit.

### **23. ACCOUNTS RECEIPTS AND VOUCHERS**

The contractor shall, upon the request of the employer/Architects furnish them all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If contractor shall use materials less than what he is required under the contract, the values of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of employer shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

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

### **24. PAYMENTS**

All bills shall be prepared by the contractor in the form prescribed by the employer/Architects. One interim bill shall be prepared every week subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities or work done and must show deductions for all previous payments, retention money etc.

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

The amount stated in an interim certificate shall be the total values of work properly executed as per tender up to the date of the bill less the amount to be retained by the employer as retention money vide clause 10 of these conditions, recovery of TDS and less instalment previously paid under these conditions, provided the certificate shall only include the value of said materials and goods as from such time as they are reasonably, properly and not prematurely brought and placed adjacent to the work and then only if adequately protected against weather or other casualties.

The employer will deduct retention money as described in clause 10 of these conditions. The refund of retention money will be made as specified in the said clause.

If the employer has supplied materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor, in accordance. All the interim payment shall be regarded as payments for work actually done and completed, and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the according of any claim, nor shall, it determine or affect in anyway the power of the employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way affect the contract. The final bill shall be submitted by the contractor within one week of the date fixed for completion of the work or of the date of certificate of completion furnished by the site engineer. All final payments shall be made within 3 months.



## **25.FINAL PAYMENTS**

The final bill shall be accompanied by a certificate of completion from the Architects. Payments of final bill shall be made after deduction of retention money as specified in clause 10 of these conditions, which sums shall be refunded after completion of defects liability period after receiving the architect's/Employee's certificate that the contractor has rectified all defects to the satisfaction of employer. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

## **26.VARIATION / DEVIATION**

The price of all such additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required.

## **27.SUBSTITUTION**

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the designated in this specification indefinitely by such terms as "Equals" or "Other approved" etc. specific approval of the employer/Architects has to be obtained in writing.

## **28.PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION**

The whole of the work will thoroughly be inspected by the contractor, deficiencies and defects put right. On completion of such inspection the contractor shall inform the employer/Architects that he has completed the work and it is ready for inspection.

On completion the contractor shall clean all windows and doors including the clearing and oiling if necessary, of all hardware, inside and outside, all floors, staircases, any every part of the building. He will leave and clean and ready for immediate occupation and to the satisfaction of the employer.

## **29.CLEARING SITE ON COMPLETION**

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

## **30. DEFECTS AFTER COMPLETION**

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

## **31. ESCALATION**

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, VAT, service tax, octroi, etc. unless specifically provided in these documents. The Employer shall not compensate the Contractor in case of any price fluctuations and the payments shall be paid as per the rates quoted in the tender.

### **32.IDLE LABOUR**

Whatever the reason may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would not be entertained under any circumstance.

### **33.SUSPENSION**

If the contractor except on account of any legal restraint upon the employer preventing the continuance of the work or in the opinion of the employer shall or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be notice under this clause.

After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as there in prescribed the employer may proceed as provided in clause 34 (Termination of contract by employer).

### **34.TERMINATION OF CONTRACT BY EMPLOYER**

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

contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security deposit.

### **35. ARBITRATION**

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 of this contract of the rights touching or concerning the works or the execution of maintenance thereof of this contract of the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

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

The contractor shall on receipt of the names as aforesaid select any one of the persons name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the sole arbitrator. If the contractor fails to communicate such selection as provided above within the period specified the competent authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the names as aforesaid select any one persons name and appoint him as the sole arbitrator. If the employer fails to select the person and appoint him as the Sole Arbitrator within thirty days of receipt 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 Employer.

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

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

The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing 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 fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost 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 thereof shall be paid and may fix of settle and amount of costs to be so paid.

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

Subject to aforesaid the provisions of the Arbitration Act 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

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

## **ADDITIONAL CONDITIONS OF CONTRACT**

### **1. COMPLETION SCHEDULE**

The contractor will be required to work according to a programme given to them by the consulting Architects, based on the priorities of the employers. The contractor will be required to prepare bar charts on the basis of the programme given to them and get these approved by employer/Architects. The overall completion programme of the work will be 25 days.

### **2. WATER AND ELECTRICAL ENERGY**

The contractor has to make his own arrangements for water, storage and distribution for the work.

Electricity will be supplied by the UIIC Ltd., at one point for the work free of cost.

### **3. OTHER RULES AND REGULATIONS**

a. All E.S.I formalities or prescriptions under Workmen Compensation Act will be adhered to by the contractor. He will have to observe the regulations prescribed under the contracts Labour-Regulations & Abolition Act, 1970 and rules formed there under.

b. The contractor shall not employ any labour below the age of 18 years and shall pay his labourers not less than the wages paid for similar work or the fair wage. Fair wage means wage whether for time or piece work as defined in the minimum wages act.

## **PREAMBLE TO SCHEDULE OF QUANTITIES**

1. Tender shall be on the basis of items rates which shall include the cost of materials labour, all taxes, duties, and all other appurtenant services required for the complete installation, testing and commissioning in accordance with relevant drawings and meeting the requirements of the specifications and relevant I.S. specification including the fees for inspection together with the liabilities and obligations as detailed in the general conditions of contract.

2. Prices shall remain firm and free from variation due to rise and fall in the cost of materials and labour or any other price variation whatsoever whether during the stipulated period of execution or during extended period of completion if any, expect direct statutory, increases by the Act of Govt. or Local bodies.

3. Item rates shall remain valid for any variations in the estimated quantities given in the schedule of quantities.

4. In order to facilitate the technical scrutiny of various quotations, the tenderer must supply with their quotations, the tenderer must supply with their quotations detailed technical particulars, make catalogues and erection drawings for various items under different parts specified in the schedule of quantities.

5. The drawings and specifications lay down minimum standards for equipment and workmanship. Deviations, if any, shall be clearly set down. In the absence of any deviations, it will be deemed that the tenderer is fully satisfied with the intents or the specifications and drawings and their compliance with the statutory and fire insurance provision including local codes. Where the drawings and specifications conflict the more stringent shall apply.

6. All installations shall be tested as specified and a test certificate in the prescribed form required by the authorities shall be furnished.
7. The entire installation shall be guaranteed against any defective materials of workmanship for a period of 12 months from the date of installation as certified by the architects and taken over by the owner. During the guarantee period, all defects shall be rectified by the contractor, free of cost.
8. Water and power required for works may be made available at site. Use of electrical power will be on chargeable basis. If the water available at site is unsuitable for construction purpose, the contractors will make their own arrangements for water.
9. The tenderers must acquaint themselves of the site conditions and take note of all factors while quoting the rates, as no extra will be allowed on any ground.
10. The employer shall pay the contractor such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
11. The term "Consulting Architects" in the conditions shall mean the said 'SRISHTI', The Creative People or in the event of their death or ceasing to be the consulting architects for that purpose of this contract, such other person as shall be nominated for that purpose by the employer, not being a person to whom the contractor shall object for reasons considered to be insufficient by the Employer. Provided always that no persons subsequently appointed to be consulting architects under this contract shall be entitled to disregard or over rule any decision or approval or direction or expressed in writing by the consulting architects for the time being.
12. The plan, agreement and documents above mentioned shall form the basis of this contract and the decision of the said Consulting Engineers/Architects for the time being 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 the agreement of any other document attached hereto shall be final and binding on both parties and may be made a Rule of Court.
13. The said contract comprises the works above mentioned and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Employer through the consulting architects for the time being, even though such works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
14. The employer 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 of having portions of the same carried out without prejudice to this contract.
15. The said conditions shall be read 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.
16. Further, letters exchange between the employer and the contractor after the receipt of this contract as cited shall form an integral part of this contract.
17. The several parts of this contract form have been read to us and fully understood by us.
18. The successful tenderer shall supply completion drawings of the entire installations as executed at site drawn to scale approved by the architects after the completion of the work but before completion certificate is given by the architects.
19. The materials of the first preference shall be used by the contractor may exclude himself of not doing so only if the required range as per tender specifications is not manufactured, by the particular manufacture. The evidence of such case shall be supported

by a letter from the respective manufacturer. Samples of all fittings and accessories shall be approved by the employer/architects prior to their installations.

### **ARTICLES OF AGREEMENT**

Made at Puducherry this day of \_\_\_\_\_ Two Thousand Seventeen between The Chief Regional Manager, United India Insurance Co. Ltd., A. R. Plaza, 45, Feet Road, Pudhuchery (herein after referred to as "The Employer", which expression shall unless excluded repugnant to the context be deemed to include its successors and assigns) of the one part and M/s. \_\_\_\_\_ (herein after referred to as the "Contractor", which expression shall unless excluded or repugnant to the context be deemed to include their heirs, Executors, administrators, representatives & assigns) of the other part.

Whereas the employer is desirous of doing Interior & furnishing works for United India Insurance Co. Ltd.,'s T. P. Hub, at third Floor, A. R. Plaza, 45, Feet Road, Pudhuchery, and has drawings and specifications, schedule of quantities describing the work to be done have been prepared by the Architects M/s Srishti, Chennai – 73, under the direction of the Employer. The Employer is desirous of completing the said work strictly and according to the said drawings and specifications.

Whereas the contractors in their tender dated \_\_\_\_\_ and negotiations through letter on \_\_\_\_\_ have agreed to execute the said works as per said drawings, specification and schedule of quantities, rates and subject to the conditions set forth in the special conditions of contracts (all of which are collectively hereinafter referred to as "the said conditions"). The special conditions and condition of contract have been perused, examined and accepted by the contractor. Total tender value is accepted as Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

Whereas the contractor has deposited Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) with the Employer as Security Deposit for performance of this agreement.

### **NOW IT IS HEREBY MUTUALLY AGREED AND DECLARED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The contractor hereby agrees and undertakes to execute and complete the said works shown in the said drawings and such further detailed drawings as may be furnished to it by the Employer and described in the said specifications and the said schedule of quantities upon and subject to the said conditions.
2. The Employer shall for such works pay to the contractor such sums as shall become payable at time, in the manner specified in the said conditions.
3. The said tender and allied documents, drawings, specification, priced schedule of quantities, agreement and documents above mentioned shall form the basis of this contract and the decision of the Employer as mentioned in the condition of contract with reference to all matters of disputes as to materials, workmanship of account and as to the interpretation of the clauses of this agreement or the said conditions shall be final and binding on both the parties.
4. The contract herein contained comprises of the said work above mentioned and all subsidiary works connected therewith in the same site as may be ordered to be done from time to time by the Employer even though such works may not be shown in the said drawings or described in the said specifications or the schedule of quantities. The contractor hereby agrees and undertakes to do and perform all such works in a thorough and workman like manner, with best materials and within the time limit herein mentioned.
5. The Employer reserves to himself the right to alter the drawings and nature of the work and of adding or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
6. 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 as such conditions contained.

7. It will be the entire responsibility of the contractor to procure all materials required for the said works.
8. The contractor shall complete the said work within 25 days from the date of commencement of work as per work order for the work and will remove from the site all plants, scaffoldings, materials in use, rubbish and leave the work site clean within the said period.
9. All disputes arising out of or in anyway connected with this agreement shall be deemed to have arisen in Pudhuchery and only Courts in Pudhuchery shall have jurisdiction to determine the same.
10. The several parts of this contract have been read and fully understood by us.
11. The work order issued to the contractor shall be treated as part of this agreement.

In witness where of the parties hereto have set their respective hands on the day month and year above written.

Signed by the said

Employer

\_\_\_\_\_

In the presence of

Contractor.

\_\_\_\_\_  
Signed by the said

In the presence of

\_\_\_\_\_  
Signed by the said

### **SPECIFICATIONS**

All works should confirm to standard laid down by the Bureau of Indian Standards.

Wherever detailed specifications are not given, the works shall be carried out as per CPWD specifications Vol. I & II with latest additions and corrections.

#### **1. SPECIFICATIONS – GENERAL REQUIREMENTS**

IA. List of tender drawings is given elsewhere in the tender documents. These drawings are meant for tenders and construction also. These drawings may be revised and fresh revised copies issued to the contractor from time to time for adoption in work to suit the final designs and the physical conditions encouraged during the progress of work.

IB. Figured dimensions on drawings shall only be followed and drawings to large scale shall take precedence over these to smaller scale.

IC. Information noted on the drawings pertaining to the materials and workmanship, if contrary to that given in the specifications, shall have precedence.

ID. The contractor shall prepare, at his own cost, detailed shop drawings and shall obtain the approval of the consultant /Client before adoption.

## **2. WORKMANSHIP**

2A. The specification is intended for general description of quality and workmanship of materials and finished work. They are not intended to cover minute details. The work shall be executed in accordance with sound engineering and other professional practice.

2B. Where reference is made to any standard specification of Bureau of Indian Standards or any other similar body, the information and provisions of the latest revised edition of the specification on the date of submission of such standard specifications are in conflict with the provisions standard in these specifications the latter provisions shall have precedence.

2C. All materials shall be quality manufactured by renewed concerns conforming to Indian Standards or equivalent and shall have "BIS" mark as far as possible unless otherwise approved by the Consultant/Client. The contractor shall get all materials approved by the Consultant/Client prior to procurement and use.

## **3. MEASUREMENTS AND PAYMENTS**

3A. The quantities stated in the bills of Quantities are tentative. The contractor shall be paid at the quoted rate and on the basis of actual measured dimensions of the finished work, limited however by those dimensions shown in the drawings, or as directed by the consultant/client.

3B. Measurement of work shall be generally in accordance with IS: 1200 "Method of Measurement of Building and Civil Engineering Work" except where the stipulations of the tender are contradictory.

## **4. LAYOUTS AND SURVEYS.**

The contractor shall be responsible for the true and proper setting out of works, for the correctness of position, levels, dimensions and alignment of all parts of the works and for the provisions of all necessary instruments, appliances and labour in connection there with. If at dimensions or alignments of any part of works, the contractor, on being required to do so, shall at his expenses rectify such errors, checking of any setting out or of any line or level by the consultant/ client shall not in any way relieve the contractor of his responsibility for the corrections thereof.

## **5. CONSTRUCTION SCHEDULE AND TIME OF COMPLETION**

5A. A bar chart shall be submitted by the contractor detailing out the complete construction activities for each work within 25 days of start of work at site. This chart shall be reviewed by the consultant/client and alterations, if any, shall be made by the contractor. This chart will form the basis or reappraisal to evaluate the progress of work at site.

5B. The drawings shall be issued to the contractor at least one week in advance before commencement of work.

5C. No extension of time shall be granted on the plea of drawings not having been received in time provided the above time schedule is adhered to.

## **6. CO-OPERATION WITH OTHER AGENCIES**

6A. During the course of implementation of this contract, several other agencies and contractors shall be working at site simultaneously. In order to effect proper co-ordination and avoid delays, it shall be the responsibility of the contractor of this tender to give adequate notice and exact dates of work proposed to be executed by him which requires the placement and fixation of embedment etc., by the other agencies. The safety and prevention from damage activities would remain with the contractor. In the event of damage or loss, caused, indirectly



or directly by the contractor or his labour, he will be responsible to make good the same as advised/instructed by the consultant/ client.

## **7. DELIVERY OF WORKS**

Every portion of the work shall be kept clear of accumulation from time to time and delivered up clean and free from all defects of every kind at the conclusion of work.

## **8. RELATION TO OTHER DOCUMENTS**

8A. The technical specifications are intended for general description of items listed in the bill of quantities. All works specified or implied in the technical specification form a part of the items in the bill of quantities. Similarly, all indications in drawings and general description of works, whether specified or implied, form a part of the items in bills of quantities.

8B. The quoted rates in the bills of quantities shall be assumed to include all the specified and implied works of the technical specifications, drawings and general description of works even when not specifically mentioned in the bills of quantities.

## **9. LIFTS AND LEADS**

9A. The rates quoted for all items of work shall include all lifts and leads where applicable.

9B. All debris and waste materials shall be disposed away from the site to a far off place as directed.

### **SAFETY CODE**

#### **FIRST AID**

1. At every work place, there shall be maintained in readily accessible place first aid appliance including supply of sterilized dressings and sterilized cotton wool. The appliance shall be kept in good order, and in large work place, they shall be placed under the charge of a reasonable person who shall be readily available during working hours.
2. At large work places, where hospital facilities are not available within easy distance of the works, first aid posts shall be established and be run by a trained compounder.
3. In every work place, there shall be provided and maintained at suitable places, easily accessible to labour sufficient cold water fit for drinking.

#### **SCAFFOLDS**

1. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (1/4 horizontal and 1 vertical).
2. Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m.

Where ever there are open excavations in ground, they shall be fenced of by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.

5. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case, be less than 290 mm. for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.
6. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

#### **OTHER SAFETY MEASURES**

7. All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
8. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

#### **EXCAVATION & TRENCHING**

9. All trenches, 1.25 m. or more in depth shall at all times be supplied with at least one ladder for each 30 m. in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1 m. above the surface of the ground. Sides of trenches which are 1.5 m. or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
10. The contractor shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

#### **DEMOLITION**

11. Before any demolition work is commenced and also during the process of the work:
  - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
  - c. All practical steps shall be taken to prevent danger to persons employed from the risk fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

## **PERSONAL SAFETY EQUIPMENTS**

12. All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
- a. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - b. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
  - c. Those engaged in welding works shall be provided with welder's protective eyesight lids.
  - d. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - e. When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
  - f. The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting, the following precautions should be taken:
    - i. No paint containing lead or lead products shall be used except in the form of paste or ready made paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.
    - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
    - iii. Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
13. When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompts rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

## **HOISTING MACHINES**

14. Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:
- a. These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
  - b. Every rope used in hoisting or lowering materials of as means of suspension shall be of durable quality and adequate strength and free from patent defects.

- c. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - d. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose or testing.
  - e. In case of departmental machines, the safe working load shall be notified by the Engineer. As regards contractor's machines, the contractors shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.
15. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with such means as will reduce to the minimum of the risk or any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
16. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

Adequate washing facilities should be provided at or near places of work.

17. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
18. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
19. Notwithstanding the above clause from (1) to (18), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

## LIST OF APPROVED MAKE OF MATERIALS FOR INTERIOR WORKS

UNLESS OTHERWISE SPECIFIED IN THE BOQ. THE APPROVED BRANDS FOR VARIOUS MATERIALS SHALL BE AS FOLLOWS:

INT-1	MR Grade Plywood's and MDF	Merinolam, Century Ply, & Greenply
2	Lamination	Merinolam, Greenlam, SunMica, Formica
3	Hardware (Hinges, Special Slides, Stays Etc)	Godrej / Ebco
4	Aluminum Extrusions	Hindal / Jindal
5	Locks For Doors	Godrej / Ebco
6	Floor Springs	Dorma/Ozone/Hardwyn
7	Adhesive	Fevicol - SH
8	Glass Panels	Saint Gobain Glass
9	Teak Wood	1 <sup>st</sup> Quality Teak wood
10	Plastic Paint and Enamel paint	Asian paints
11	Wood paint	Duco
12	Roller Blinds	Marvel or Louversline or Vista
13	Gypsum Board Ceiling	Gyproc Saint-Gobain With Sections
14	Flush Doors	Century ply/ Oswin Flush Doors
ELE-1	Indication Lamps	L&T
2	Phase shifter	Swift
3	SFU With HRC Fuse	L&T
4	Lt/Ht UG Cables	Anchor, Orbit or finolex
5	Cable Glands & Cable Lugs	Anchor, Orbit or finolex
6	MCBs/MCCBs/DBs	Legrand or Hager
7	Metal clad Plug & Socket	Legrand or Hager
8	Telephone Sockets	Anchor Penta
9	PVC Conduits	Avon Plast or finolex or supreme
10	FRLS PVC Copper Wires	Anchor, Orbit or finolex
11	Switches & Sockets	Anchor Penta
12	light Fittings & Lamps	Elenserve
13	Wall Mounted/Ceiling Fans	Crompton Greaves
14	Exhaust Fans	Almonard or havells
15	Data cables	D-Link
16	Telephone, Cables	Orbit, Anchor or finolex

Notes:-

1. Equivalent means equivalent in the opinion of architect/company engineer, and every materials to be get approval from architect/company engineer in the form
2. Advance/final bills are in same format of bill of quantities with measurements sheet.
3. Single line format bills for advance/ final payment shall be not be acceptable.  
Any changes in the drawing or required for the site with conformation of architect/company engineer.
4. The Employer/Architect's decision is FINAL in choosing the make & model of the items to be executed in the works.