

**TENDER FOR  
THE INTERIOR FURNISHING OF  
D.O. OFFICE  
AT SIRSA  
OF  
UNITED INDIA INSURANCE CO. LTD.**

**TENDER ISSUED TO** \_\_\_\_\_ :

**DATE OF ISSUE** \_\_\_\_\_ : 22-01-2017

**LAST DATE FOR SUBMISSION:** 15-02-2017

**DATE OF OPENING** \_\_\_\_\_ : 16-02-2017

**DEPARTMENT:-**

**CHIEF REGIONAL  
MANAGER**

**UNITED INDIA INSURANCE CO. LTD.  
CHANDIGARH**

**ARCHITECTS:-**

**CREATIONS**

**ARCHITECTS, PLANNERS AND INTERIOR DESIGNERS  
SCO -50, SWASTIK VIHAR, M.D.C SECTOR - 5, PANCHKULA.**

**TEL: 98154-10575. 98729-79509,**

**FAX:- 0172-4631167**

**TABLE OF CONTENTS****TECHNICAL BID- (ENVELOPE-I)**

Sl.NO.	PARTICULARS	PAGE	
		FROM	TO
1.	NOTICE INVITING TENDER	3	5
2.	FORM OF SUBMISSION OF TENDER	6	7
3.	GENERAL NOTES	8	10
4.	GENERAL CONDITIONS OF CONTRACT	11	34
5.	SPECIAL CONDITIONS	35	39
6.	FORM OF AGREEMENT	40	42
7.	SAFETY CODE	43	45
8.	APPENDIX	46	46
9.	LIST OF MATERIALS / MANUFACTURERS APPROVED	47	48

**PRICE BID (ENVELOPE-II)**

10.	SUMMARY OF TENDERED AMOUNT	49	49
11.	SCHEDULE OF QUANTITIES	50	55
12.	DRAWINGS	56	61

**SECTION 1.0****NOTICE INVITING TENDER**

M/S \_\_\_\_\_

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Dear Sir,

**NOTICE INVITING TENDER FOR THE INTERIOR FURNISHING WORK OF D.O OFFICE OF UNITED INDIA INSURANCE CO. LTD..**

Sealed tenders in prescribed form are invited from the contractors who have successfully complete at least one similar work in govt. department, amounting to Rs.5 lacs shall apply for the tender.

1. Contract documents consisting of the detailed plans, complete technical specifications, the schedule of quantities of the various classes of work to be done and the set of 'conditions of contract' to be complied with by the person whose tender may be accepted are printed in the form of tender which can be purchased on payment of **Rs. 500/- (Rupees Five hundreds only) (Non-Refundable)** in the form of demand draft favoring **M/s Creations payable at chandigarh, during the period from 23-01-2017 to 15-02-2017** (Except Sundays and Holidays) up to **4.00 PM**, or the tender documents can be downloaded from our web site <http://www.uiic.co.in>. If downloaded from the web site, the cost of tender document of **Rs.500/-(Rupees Five hundreds only)** is to be submitted at the time of submission of tender in the form of demand draft favoring as stated above.
2. **TECHNICAL BID** (Envelope-I) shall contain Earnest Money Deposit (EMD), Tender conditions, specifications and Tender drawings. **PRICE BID** (Envelope-II) shall contain Priced Schedule of quantities.
3. **Tenders placed in sealed covers (in two envelopes duly marked as TECHNICAL BID (Envelope-I) and PRICE BID (Envelope-II) with the name of the project written on the envelopes will be received till 15-02-2017 up to 4.00pm in the office of CHIEF REGIONAL MANAGER, UNITED INDIA INSURANCE CO. LTD.,**
4. The technical bid shall be opened on **16-02-2017 at 4.00pm** -in the presence of the tenderers or their representatives who wish to be present. The technical bids shall be scrutinized by the committee constituted for the purpose. The Price bids of those contractors who whose technical bids are acceptable to the Company shall alone be opened and the decision of the Company in this regard is final and binding. The price bids will be opened on the same day at **4.30pm**.
5. The contractors should quote in figures as well as in the words the rates and amount tendered by them. The amount for each item should be worked out and the requisite totals given. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates, figures and words. However, if a discrepancy is found the rates which correspond with the amount worked out by the contractor shall be taken as correct. If the amount of an item is not worked out by the

- contractor or it does not correspond with the rate written either in figure or in words then the rate quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rates quoted by the contractor will be taken as correct and not the amount.
6. When a contractor signs a tender in an Indian language, the RATES and tendered amount and / or the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amount tendered should be attested by a witness.
  7. Earnest Money Deposit (EMD) amounting to **Rs. 12000/- (Rupees Twelve Thousands only)**, is to be deposited with the tender in the form of Demand Draft/ Banker's Cheque payable at **CHANDIGARH** and drawn in the favour of **UNITED INDIA INSURANCE CO. LTD.**, otherwise the tender is liable for rejection. **E.M.D in the form of Bank Guarantee or any other form is not acceptable.**
  8. The acceptance of a tender will rest with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons whatsoever. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
  9. Tender containing any condition leading to unknown/indefinite liability, are liable to be summarily rejected.
  10. If at all any rebate(s) is/are to be offered the tenderer shall first quote his rates strictly on the terms and conditions stipulated in tender document and then show separately and rebate(s) offered specifying the conditions for such rebate(s). Failure to follow this procedure will render the tender liable to summarily rejection.
  11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
  12. The estimated value of work is **Rs.6 lacs** (approx.). The tenderer should quote their own rates for completing the work in all respects from functional point of view to the entire satisfaction of the Company.
  13. All taxes, duties, etc. including Sales Tax, octroi, service tax, Excise duty or any other tax on material or on finished works like work's contract tax, turn over tax, Income tax, service tax etc. as applicable till completion of work in respect of this contract shall be payable by contractor and the Company will not entertain any claim whatsoever in this respect. The rate quoted by the contractor should take care of all such taxes, octroi, duties etc. till the completion of work.
  14. The time of completion shall be **30 Days for completion of work** from the date of commencement of work.
  15. Tenders shall remain open for acceptance for a period of 90 days from the date of opening of Technical Bid. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender which are not acceptable to the Company or the contract is not executed within seven (7) days from the date of letter of acceptance or the work is not commenced within seven (7) days after execution of contract then the Company without prejudice to any other right or remedy be at liberty to forfeit the earnest money.
  16. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and after the work is awarded, he will have to enter into contract

for each component with the competent authority of the Company.

17. The tenderer, apart from being a competent contractor, must associate himself with the agencies of appropriate class who are eligible to tender for (I). Electrical (ii). Air-conditioning (iii). Horticulture iv). Fire safety works etc.
18. The tenderers are free to visit the site to ascertain for themselves the following and quote the rates for proper completion of various items of work in the schedule of quantities to the satisfaction of the Company:-
  - i. The working conditions,
  - ii. Local authority regulations/restrictions if any,
  - iii. Any other information required for the proper execution of the work.
18. The quantities of various items of work given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment/execution of work. Company reserves the right to omit/delete any item(s) of work from the schedule at the time of allotment/before the commencement of work without assigning any reason whatsoever. Contractor will be paid for the authorized actual work done at the site duly verified by the concerned officials of the Company.

Yours faithfully,

**SR. REGIONAL MANAGER**  
**UNITED INDIA INSURANCE CO. LTD.**  
**CHANDIGARH**

**SECTION 2.0**

**FORM OF SUBMISSION OF TENDER**

(To be filled by tenderer)

**SR. REGIONAL MANAGER  
UNITED INDIA INSURANCE CO. LTD.  
CHANDIGARH**

\_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Reg: TENDER FOR INTERIOR FURNISHING WORK OF D.O SIRSA OF UNITED INDIA INSURANCE CO. LTD.,.**

1. We refer to the tender notice issued by you for fire fighting Works and other ancillary work in connection with the above.
2. I/We hereby offer to perform, execute, complete and maintain the works in conformity with the drawings, conditions of contract, schedule of quantities and specifications at the respective rates quoted in the Schedule of Quantities and specifications.
3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to :-
  - i. Abide by and fulfill all the terms and provisions of the said conditions annexed hereto,
  - ii. Complete the work within **45 Days for completion of work** from the date of commencement as per the **work programme** enclosed with the tender in two or three shifts if considered necessary by the consultants at no extra cost to the Employer.
4. I/We have deposited the earnest money of **Rs. 12000/- (Rupees Twelve Thousands only)** which, I/We note, will not bear any interest and is liable for forfeiture:
  - i. If our offer is withdrawn within the validity period of acceptance.  
Or
  - ii. If we makes any modifications in terms and condition of the tender which are not acceptable to the Company.  
Or

Or

uu. If the contract is not executed within seven (7) days from the date of letter of acceptance.

Or

iii) If the work is not commenced within seven (7) days after execution of contract.

5. I/We understand that the Company reserves the right to reject any/ all tenders without assigning any reason what so ever. Further, we understand that the Company is not bound to accept the lowest or any tender you receive.

Yours Faithfully,

Signature \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

1.

2.

3.

**SECTION 3.0****GENERAL NOTES**

## 1. PROCEDURE OF FILLING AND SUBMISSION OF TENDER

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

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

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



**Submission of tenders:**

The tenders are to be submitted along with the copy of “General Clause of Contract and Technical Specifications” duly signed by the tenderer in a sealed cover at the office as mentioned in the tender notice. The authorised representative of the tenderer be present during opening of the tender.

**2. FENCING:**

Necessary fencing shall be provided separating the existing building, if any, from the construction area during construction and no payment shall be made for the same. Please refer the Article No.14 of the “General Conditions”.

**3. INSURANCE:**

Contractor’s rates should include for necessary Insurance Policies on Companies approved by the Company to cover all risks against theft, fire hazard, workmen compensation, injury to persons, animals, things etc. during the progress of work as detailed in the conditions of contract and produce all such documents for Architect’s verification before submission to the Company. For further clarification in this respect, please refer to Article No. 30 of the “General Conditions”

**4. RATES TO INCLUDE :**

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

- a) Necessary cost of taking samples of materials supplied by them for construction including cement and steel, wood/tiles etc. testing of the same at Govt.’s / Approved laboratory including transportation, cost of the samples – Mandatory Tests as per CPWD Specification (Latest).
- b) Submission of test reports of other materials as may be specified by Architects or Company’s Engineer.

**5. WORKING HOURS :**

Work shall be generally carried out at day time on working days of the Company. The work may also be carried out after banking hours or at night as per prior arrangements/approval of the Company/employer at no extra cost. The work must be completed within the time specified in the tender documents.

6. **STORAGE OF MATERIALS:**

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

7. **LABOUR HUTMENT:**

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

8. **IDLE LABOUR:**

In case the construction work is held up for any site conditions not attributable to the contractors or for any decisions/instructions/wants of details from the Employer / Architects or for any of the conditions as per Article 41 shall be allowed reasonable extension of time by the employer but any claim for idle labour shall lie under the above conditions. Contractor's quoted rates should include for all such contingencies.

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**SECTION 4.0**      **GENERAL CONDITIONS OF CONTRACT**

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

**1. INTERPRETATION**

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

- i) Employer: The term employer shall denote UNITED INDIA INSURANCE CO. LTD. with their office at Chandigarh and any of its employees representative authorized on their behalf.
- ii) Architects / Consultants: The term Architects shall mean **M/s CREATIONS** or in the event of his / their ceasing to be the Architects for the purpose of this contract such other persons as the employer shall nominate for the purpose. The Architect with the approval of the Company may engage a local Architect /Consulting Engineer for the supervision and co-ordination of the work at the site. He will be considered a representative of the Architect. The Company may also engage a Project Management Consultant for the supervision of the Company. He will be designated by the term PMC and the work as Employer's agent at the site.
- iii) Contractor: The term contractor shall mean Company, firm or the party to whom the Contract is awarded and his/ their heirs, legal representative, assigns and successors.
- iv) Site: the site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the contractor's use.
- v) Site Engineer: The site engineer shall be appointed by the Company. The Company 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. Where 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. Wherever PMC is engaged, Site Engineer, if any, will work in close co-ordination with PMC.
- vi) Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer during the execution of the work.

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

In case any detailed Drawings are necessary contractor shall prepare such detailed drawings

and / or dimensional sketches therefor and have it confirmed by the Employer / Architects / PMC as case may be prior to taking up such work.

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

- vii) “The Works“ shall mean the work or works to be executed or done under this contract.
- viii) “Act Of Insolvency“ shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency act or any amending status.
- ix) “The Schedule of Quantities” shall mean the schedule of quantities as specified and forming part of this contract.
- x) “Priced Schedule of Quantities” shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

## 2. SCOPE

The work consists of execution of **Interior furnishing work of D.O SIRSA** in accordance with the “drawings” and “schedule of quantities.” It includes furnishing of all materials, labour, tools and equipment and management necessary for the incidental to the construction and completion of work. All work, during its progress and upon the completion, shall confirm 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/architect and to furnish and install such detail with Employer’s / Architect’s concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use. Employer or his agent (PMC) / Architects may in their absolute discretion issue further drawings and / or written instructions, details, directions and explanations, which are, hereafter collectively referred to as “The Employer’s / Architect’s instructions” in regard to:

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

The contractor shall forthwith comply with and duly execute any work comprised in such

Employer's or his agent / Architect's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer's or his agent/Architects shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer or his agent / Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in clause "variation".

The contractors shall set up a field laboratory with necessary equipment for day to day testing of materials like grading of coarse and fine aggregates, silt content and bulk age of sand, cube testing etc., etc.

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

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

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

**THE TENDERER SHOULD VISIT THE SITE AND MAKE HIMSELF COUNTING AND MEASUREMENT OF DETECTORS, WIRES, PANELS, PIPES ETC. FOR QUOTING SALVAGE VALUE.**

### 4. **TENDERS**

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

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

The schedule of quantities shall be filled in as follows:

- i) The "Rate" column to be legibly filled using Ball pen both in English figures and English words.
- ii) Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule Of Quantities".
- iii) All corrections are to be initialed.
- iv) In case of any errors / omissions in the quoted rates, the rates given in the tender marked "original" shall be taken as correct rates.

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

attached to the original tender papers.

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

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

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

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

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

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

## **5. AGREEMENT**

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

## **6. PERMITS AND LICENSES**

Permits and licenses for release of materials which are under Government control will be arranged by the contractor. The Employer will render necessary assistance, sign any forms or applications that may be necessary. The basic price of controlled materials, if any, for the purpose of valuing the tender, is to be considered as stipulated below. This will also be the basis of adjustments in settling the contractor's bills.

It may be clearly understood that no compensation or additional charges can be claimed by the contractor for no-receipt of the cement or any controlled materials in due time on this account or according to his own requirements.

The contractor will, however, be eligible to a proportionate extension of time on this account which in the opinion of the Employer / Architects is reasonable. The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the quantity of controlled materials released by the authorities or supplied by the Employer. The cost of storing, transporting etc., of all materials including those under Government control is to be included by the tenderer in the quoted rates.

The Employer / Architect shall be indemnified against all Government or legal actions for theft or misuse of cement, M.S.Rods and any controlled Materials in the custody of the contractor.

#### 7. **GOVERNMENT AND LOCAL RULES**

The contractor shall confirm to the provisions of all local bye – laws and Acts relating to the work and to the regulations etc., of the Government and local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and bye-laws etc., and pay all fees payable to such authority / authorities for execution of work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc., and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

#### 8. **TAXES AND DUTIES**

The tenderers must include in their tender prices quoted for all duties royalties, cess, octroi, sales tax on materials, works contract tax, income tax, service tax, or any other taxes or local charges as applicable.

No extra claim on this account will in any case be entertained.

#### 9. **QUANTITY OF WORK TO BE EXECUTED**

The quantities shown in the schedule of the quantities are intended to cover the entire remaining work for completion of the structure indicated in the drawings but the Employer reserves the right to execute only a part of the whole or omit/delete any item/s before commencement/execution or execute any excess thereof without assigning any reason thereof.

Variation in the quantity is however not expected to be more than +25%. The quoted rate shall be applicable for variations of quantity up to +25%. If the quantity of work to be executed varies beyond +25%, the rate for the quantity beyond +25% variation will be settled as per clause No.34 of “General conditions”. Nothing extra will be paid neither for omission/deletion of any item/s nor for execution of only part of the quantities stated in the Schedule of quantities.

#### 10. **OTHER PERSONS ENGAGED BY THE EMPLOYER**

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

#### 11. **EARNEST MONEY AND SECURITY DEPOSITS**

The tenderer will have to deposit an amount of **Rs. 12000 /- (Rupees Twelve Thousands only) in the form of Bank draft drawn in favour of UNITED INDIA INSURANCE CO. LTD.at CHANDIGARH** the time of submission of tender as an Earnest money. The employer is not liable to pay any interest on the earnest money. The Earnest money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken after the expiry of the validity period of the tender.

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

the Earnest Money. The initial security deposit will have to be made within 7 days from the date of acceptance of tender, failing which the employer at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender. The initial security deposit will be invested by the Employer in a fixed deposit account for the duration of the contract period. It shall be refunded to the contractor along with accrued interest within 14 days after the issue of certificate of virtual completion.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bills @ 8% of the gross value of each running bill until the total security deposit, i.e., the initial security deposit plus the retention money equals:

- a) 10.00% on the first Rs. 1,00,000 of the cost of work.
- b) 7.5% on the next Rs. 1,00,000 of the cost of work.
- c) 5.0% on the next amount upto Rs. 2 crore of the cost of the work.
- d) 2.0% for the amount in excess of Rs. 2 crore of the cost of work subject to a ceiling on the total security at Rs.25,00,000.

50% of the retention amount shall be refunded to the contractor on completion, subject to the following:

- i. Issue of virtual completion certificate by the Architect/Company.
- ii. Contractor's removal of his materials, equipment, labour force, temporary sheds/stores etc. from the site (Excepting for a small presence required if any for the defect liability period and approved by Company).

The remaining 50% of the retention amount will be refunded to the contractor 14 days after the end of the defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. No interest is allowed on retention money.

20% of the total amount of tender value shall be withheld as security against NOC and same shall be released after receiving of NOC from fire department.

## 12. 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 quantities and specifications taken together whether the same may or may not be particularly shown or described therein provide that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer / Architects whose decision shall be final and binding. **The contractor shall make his own arrangement for ground and fresh water, electricity for carrying out the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the contractor for ground or fresh water and electricity.**

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 material 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, machinery and equipment and 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 and 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, planking, timbering, strutting, shoring etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make all good 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 leveled where so required by the drawings unless the employer shall otherwise direct.

The contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and 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 workmen to lay fix pipes, electrical wiring, special fittings etc. the quoted rates of the tenderers shall accordingly include all these above contingent works.

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

- a. **Time of Completion:** The entire work is to be completed in all respects within **30 Days for completion of work**. The work shall deemed to be commenced within **seven days** from the date of acceptance letter or date of handing over of site, **whichever is earlier**. Time is the essence of the 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 completed and the defects liability period shall commence from the date of such certificate.

- b. **Extension of Time : Extension of time will not given in any condition in this tender**

In case of unavoidable circumstances with some strong reason, the contractor shall, immediately give the employer, written notice thereof. Nevertheless, the contractor shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer to proceed with the works and on his doing so that it will be ground of consideration by the employer for an extension of time as above provided. The decision of the employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) The provision in clause 14 with respect to payment of liquidated damages shall, in such, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

- c. **Progress of Work:** During the period of construction the contractor shall maintain proportionate progress on the basis of a 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.

- d. **Force Majoure:**

If at any time, during the continuance of the work, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of

any war, hostility, acts of public enemy, civil commotion, sabotage, floods, explosions, epidemics, fires or other acts of God, strikes and lockouts (hereinafter referred to as eventualities) then, provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by a reason of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and construction of work under this contract shall be resumed as soon as practicable after such eventuality has ceased. Appropriate extension in time of completion shall be granted.

#### 14. LIQUIDATED DAMAGES

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

a)	For contracts having time for completion 6 months and less	1.00% of the tender amount per week subject to a ceiling of 10% of the accepted contracted sum.
b)	For contracts having time for completion exceeding 6 months but not exceeding 2 years (24 months)	0.50% of the tender amount per week subject to a ceiling of 7.5% of the accepted contracted sum but not exceeding the total S.D. of the contract.
c)	For contracts having time for completion in excess of 2 years	0.25% of the tender amount per week subject to a ceiling of 5% of the accepted contracted sum but not exceeding the total S.D. of the contract.

#### 15. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS

The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed. All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The contractor shall provide at his own cost all artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time.

The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc., required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and

keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cisterns, water tanks etc., used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Employer against any breach of rules in respect of anti-malarial measures.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Employer.

**Protective Measures:** The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Contractor shall indemnify the Employer against any possible damage to the building, roads, or members of the public in course of execution of the work.

The contractor shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

**Storage of materials:** The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub-contractors and remove same on completion.

Cement godown shall be constructed for storing about six weeks requirement of cement and stored as per norms with a stack of 10 bags each and 2 feet opening all around with 2 feet passage of each stack. Structure shall be water proof from all the sides and top. Cement should be stored one feet above the ground level and have pucca raised floor.

So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

**Tools:** The theodolite levels, prismatic compass, chain, steel, and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the Site Engineer

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement shall be supplied by the contractor.

The mistries and the supervisors on the works shall carry with them always a one metre or two metre steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc., by sub-contractors for their work.

## 16. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

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

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

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

**17. CLEARING SITE AND SETTING OUT WORKS**

The site shown on the plan shall be cleared of all obstructions, loose stone and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled up with earth well rammed and levelled off as directed at his own cost.

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress rectify such error, if called upon to the satisfaction of the Employer. The contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

**18. DATUM**

The average ground level will be considered as the crown of the nearest road, which should be taken as "Datum" which is however, subject to final confirmation by the Employer/Architects. All levels shown in the drawings are to be strictly adhered to.

**19. BENCHES**

The contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

These benches will consist of brick masonry post of adequate size to be constructed at the ground at suitable distance as directed. The lines will be marked on the top of brick pillars on the centre lines of columns, walls, inside and outside faces of foundation trenches, in order that lines may be stretched between the benches and accurate intersection of excavation. Centre line of walls, columns etc., may be clearly indicated and checked at any time if it is so required.

**20. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS**

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to place provided by him.

The contractor shall keep the foundation and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the Employer for the purpose, until the building is handed over to the Employer. The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Employer and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

## 21. ACCESS

Any authorised representative of the Employer shall at all reasonable times have free access to the works and /or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the Company or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

## 22. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS.

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

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

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

During the inclement weather the 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 shall make good any damage arising from any of these causes.

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

### 23. REMOVAL OF IMPROPER WORK

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

**The work is liable to be technically examined and audited by the Company/ Chief Technical Examiner of Central Vigilance Commission, Govt. of India from time to time. Any defects/ improvements or testing etc. pointed out by the Company/ Chief Technical Examiner/ Technical Examiner should have to be carried out by the contractor at his own cost and any deductions suggested by the Company/CTE/ TE will be effected from the amount payable to the contractor or from his security deposit etc.**

### 24. SITE ENGINEER

The term "Site Engineer" shall mean the person/agencies 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, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the employer.

The Site Engineer shall have power to give notice to the contractor or to his foreman, of 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 Employer is obtained. The work will from time to time be examined by the Architects, Engineer from the Premises Department of the Employer and the Site Engineer if any. **But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is complete.** Subject to the limitations of this clause, the contractor shall take instructions only from the Architects/ Employer or his representative.

### 25. OFFICE ACCOMMODATION FOR THE SITE ENGINEER

The contractor shall provide, erect and maintain at his cost a separate simple watertight office accommodation for the Site Engineer office. This accommodation shall be well lighted and ventilated and provided with windows, door with a lock. The site engineer's office shall be a minimum of 150 sq.ft. and the contractor shall provide a desk, chairs, drawers for keeping drawings, a cupboard having proper lock and a tackboard for displaying drawings. The accommodation shall be demolished when directed.

**26. CONTRACTOR'S EMPLOYEES**

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/ Architects. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. The contractor's rate shall include wages to all supervising staffs to be employed by him.

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

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

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

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

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

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

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

**27. DISMISSAL OF WORKMEN**

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

**28. ASSIGNMENT**

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

**29. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.**

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

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

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

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

**30. INSURANCE**

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and earthquake, flood, wars, storms etc. The insurance must be placed with a company approved by the Employer, in the joint names of the Employer and the contractor (the name of former being placed first in the policy) for full amount of contract and for any further sum if called to do so by the employer, the premium of such being allowed to the contractor as an authorised extra.

The contractor shall deposit the policy and receipt for premiums paid with the Employer within 21(twenty one) 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 money due, or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the



work reinstated by the Insurance Company should they elect to do so, proceed with 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.

### 31. ACCOUNTS RECEIPTS & VOUCHERS

The contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than what he is required under the contract, the value of the difference in quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the 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.

### 32. MEASUREMENTS

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

### 33. PAYMENTS

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

The Employer / Architect shall issue a payment certificate as per Performa specified by I.B.A. The specified Performa is produced below for ready reference.

***“Certified that the various items of work claimed in this final bill by the contractors----- have been completed to the extent claimed and at appropriate rates and that the items are in according with and fully conforming to the standard/prescribed specifications and drawing. We further certified that we have checked the measurements of various items as necessary claimed in this bill. Hence the bill is recommended for payment of Rs. -----“***

***“Date:***

***(Signature of Architect)”***

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 honoring certificates named in these documents. In case of delay due to some reasons in the processing of such bills for payment, an adhoc advance of 75% of the amount assessed by the Architect/Employer may be paid on the request of the contractor for the smooth progress of the work.

The amount stated in an interim certificate shall be the total value of work properly executed. The Employer will deduct retention money as described in clause 12 of these conditions. The refund of retention money will be made as specified in the said clause.

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

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removal and taken away and reconstructed, or re-erected or be considered as and admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Architect/Company and payment shall be made within three months.

No mobilization advance or secured advance on materials or any other advance will be granted by the Employer.

#### **Final Payment**

The final bill shall be accompanied by a certificate of completion from the Employer /Architects. Payments of final bill shall be made after deduction of Retention Money as specified in clause 12 of these conditions, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Employer's/ Architect's certificate that the contractor has rectified all defects to the satisfaction of the Employer/Architects. The acceptance of the payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

The employer shall have a right to cause technical examination and audit of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the employer to recover the same from the contractor from any sum due to him.

In case, after completion of the work and final payment to the contractor, it is found on account of General Audit, Technical audit and or any other reason whatsoever that any amount is recoverable from the contractor, it shall be lawful for the employer, to recover the same from any sum whatsoever payable by the employer to the contractor either in respect of this contract or any other contract or on any other account by any other branch/department of the employer.

#### **34. VARIATION/ DEVIATION**

The tender rates shall be applicable for any increase in the tendered quantities up to variations of +25%. If the quantity of work to be executed varies beyond +25%, the rate for the quantity beyond +25% of such items will be derived as per standard method of rate analysis (coefficients will be adopted as per CPWD/NBO analysis of rates wherever applicable, if coefficients are not available in CPWD/NBO, market rate analysis approved by the Company will be final and binding on the contractor) based on prevalent fair price of labour (labour rate for various category as per minimum wages act as applicable will be adopted for the purpose of analysis irrespective of higher wages if any paid by the contractor), material and other components as required including 10% towards contractor's

profit & overheads. In case the quantity decreases or item/s omitted/deleted at the time of allotment/ commencement/ execution, the contractor will be paid for the actual work done at the site duly verified by the concerned officials of the Company. Nothing extra will be paid by the Company on account of omission/deletion of items or decrease in the quantity of items. The Company shall not entertain any claim whatsoever from the contractor on this account.

The price of all additional items/ non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis (coefficients will be adopted as per CPWD/NBO analysis of rates wherever applicable, if coefficients are not available in CPWD/NBO, market rate analysis approved by the Company will be final and binding on the contractor) based on prevalent fair price of labour (labour rate for various category as per minimum wages act as applicable will be adopted for the purpose of analysis irrespective of higher wages if any paid by the contractor), material and other components as required including 10% towards contractor's profit & overheads.

**35. SUBSTITUTION**

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

**36. PREPARATION OF OFFICE SPACE FOR OCCUPATION AND USE ON COMPLETION**

The whole of the work will be thoroughly inspected by the contractor himself and deficiencies and defects put right. On completion of contractor's inspection, the contractor shall inform the Employer that the he has completed the work and it is ready for inspection by the Company.

On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, stair-cases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Company.

**37. CLEARING SITE ON COMPLETION**

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

**38. DEFECTS AFTER COMPLETION**

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 12months after completion of the work. In the default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the amount

retained under clause no. 11 together with any expenses the Employer may have incurred in connection therewith.

### **39. CONCEALED WORK**

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

### **40. 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, sales tax, octroi, service tax, works contract tax, Income tax etc.

### **41. IDLE LABOUR**

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

### **42. 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 neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work to be proceeded with in a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clause 43. (Termination of Contract by Employer)

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

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfil the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this

contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Company may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of 14 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 realised.

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.

#### **44. ARBITRATION**

The decisions, opinions, directions, certificates of SR. REGIONAL MANAGER, REGIONAL OFFICE, with respect to all or any of the matters under clause No.2, 3, 9, 12, 13, 14, 22, 23, 27, 32, 33, 34, 35, 38, 39, 41, 42 & 43 of GENERAL CONDITIONS OF CONTRACT shall be final, conclusive and binding on the parts hereto and shall be without any appeal.

#### **Settlement of Disputes and Arbitration**

Other disputes if any relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders, or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the SR. REGIONAL MANAGER, UNITED INDIA INSURANCE CO. LTD., CHANDIGARH, and endorse a copy of the same to the architect within 45 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Company be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the CHIEF REGIONAL MANAGER, UNITED INDIA INSURANCE CO. LTD., CHANDIGARH, in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the -1. CHIEF REGIONAL MANAGER, UNITED INDIA INSURANCE CO. LTD., CHANDIGARH, in writing in the manner and within the time aforesaid.
- ii) The SR. REGIONAL MANAGER, UNITED INDIA INSURANCE CO. LTD., CHANDIGARH, shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the SR. REGIONAL Manager, UNITED INDIA INSURANCE CO. LTD., CHANDIGARH, submit his claims to the sole arbitrator namely the SR. REGIONAL MANAGER, UNITED INDIA INSURANCE CO. LTD., CHANDIGARH, for his decision along with all details and copies of correspondence exchanged between him and SR. REGIONAL MANAGER, UNITED INDIA INSURANCE CO. LTD., CHANDIGARH,,
- iii) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Company shall be referred for adjudication through arbitration by the above Sole Arbitrator appointed by the Company. It will also be no objection to any such appointment that the Arbitrator so appointed is a Company Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Company Officer.
- iv) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute alongwith the notice for appointment of arbitrator.

It is also a term of this contract that no person other than General Manager (O) should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The decision of the above said sole arbitrator is final binding, conclusive and without any appeal.

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**SECTION 5.0                      SPECIAL CONDITIONS****1. TENDER**

Tenders are to be submitted in details as set out in the Schedule of Quantities and must be completed in all respects. The Company reserves the right to discharge any or all the tenders for each section or split up and distribute any item of work to any specialist firm or firms without assigning any reason.

No stipulation/condition (commercial or technical) other than the tender should be enclosed by the contractor in any of the tender envelopes/covers or inserted on the body of the tender papers issued, in which case this may be liable to rejection.

**2. RATES QUOTED**

**The quoted amount of the tender or the tender amount which comes after the arithmetical calculation of the tender, whichever is less shall be consider as final amount.**

The rates quoted in the tender shall be for the finished items of work. The rates quoted shall include all the charges required for labour, material, sheds for storage of materials, transportation of material and equipment, tools and plants, cleaning of sites during execution/ completion of various items of work, overheads, supervising staff salary etc. and to do all things necessary to provide complete finished items of work consistent with the specifications attached to this tender document. The rates quoted shall also include all duties, royalties, cess, sales tax on materials, income tax, service tax, octroi, sales tax on work contract or any other taxes or local charges or duties etc. as applicable till the completion of work. No extra claim will in any case be entertained. The rates shall be firm and shall not be subjected to exchange variations due to labour conditions or any other conditions whatsoever.

**3. PAYMENT**

Payment will be made by the employer after receipt and check of the contractor's bill by the Architect and the Company's Engineer-in-Charge as specified in Clause 33 of General Condition of contract after deduction of income tax, sale tax on work contract, Security deposit, etc. as per statutory rules and terms of tender for the value of authorized work executed as per specifications and drawings. For this purpose the contractor must submit his on account bills on the prescribed form duly accompanying the detailed measurements in support and showing deductions for the provisional payments received by him. The security money thus retained from all bills and initial security deposit will become payable only after 12 months after final completion of work as per specifications, design and drawings. The Employer is not liable to pay any interest on the security money thus retained.

But all such intermediate payments shall be regarded as per payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude and requiring of bad, unsound and imperfect of unskillful 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 accruing of the claim, nor, shall it conclude, determine or affect in any way the powers of the Architect under these conditions or any of them as to the final settlements and adjustment of the accounts or otherwise or in any other way vary or affect the contractor within three months so of the date of the completion of the work. Otherwise the Architect's certificate of measurements and of the total amount payable for the work and approved by the Company shall be final. The minimum amount for interim certificate shall be **Rs. 300,000/- (Rupees**



**Three lakhs only)** excluding secured advance on material. However the employer at his discretion can pay for interim payments of lesser value also.

**4. VALIDITY OF PRICE**

The contractor shall have no right to ask for the alteration of the rates, terms and conditions quoted by the contractor and shall be final and to be subsisting and valid for the execution of the work.

**5. LOWEST TENDER**

The employer shall have the right to reject any or all the tenders and will not be bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the employer in this respect.

**6. CO-OPERATION**

The contractor will be required to consult and co-operate with other contractors whose work may be affected by the work under this contract.

**7. TREASURE TROVE ETC.**

Any treasure trove, coin or object antique which may be found on the site shall be the property of the employer and shall be handed over to the Company.

**8. WATER SUPPLY, LATRINE ETC.**

The selected tenderer shall make his own arrangements at his own costs for the supply of approved quality water required for construction and for drinking purposes and shall provide at his costs all tubes, fittings and temporary plumbing works required and on completion of the works, shall remove all temporary appliances and make good any work disturbed for making such arrangements to the satisfaction of the employer.

**9. POWER**

The contractor shall make his own arrangements for power and supply system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges legally demandable and include the same in his tendered rates and hold the Employer free from all such costs.

**10. METHOD OF MEASUREMENT**

Unless otherwise mentioned in the Schedule of Quantities measurements will be on the net quantities of work produced in accordance with up-to-date rules laid down by the Indian Standards Institution. In the event of any dispute in regard to the measurements of the work executed, the decision of the concerned SR. REGIONAL MANAGER of the Company shall be final and binding on the contractor.

**11. COMPENSATION UNDER WORKMEN'S COMPENSATION ACT PAYABLE BY THE CONTRACTORS**

In every case in which by virtue of the provisions in Section 12, Sub-section (1) of the Workmen's Compensation Act, 1923, Employer is obliged to pay compensation to the workman employed by the contractor, in execution of the works. Employer will recover from the contractor, the amount of the compensation paid, and without prejudice to the rights of the Employer under Section 12, Sub-section(2) of the said Act, Employer shall be at the liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor whether under this contract or

otherwise.

**12. NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**

The contractor shall give not less than 5 days notice in writing to the Architects or his authorized agent before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach any work without the consent in writing of the Architect. If any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses, or in default thereof no payment or allowance shall be made for such work or the materials, with which the same was executed.

**13. ACTION WHERE NO SPECIFICATION / CONTRADICTION**

- A). In the case of any item of work for which there is no specification in Technical Specifications, such work shall be carried out in accordance with the I.S./CPWD Specification and in the event of there being no I.S./CPWD Specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Architect/Company.
- B). The work is to be carried out by combining the details in Schedule of quantities, Drawings and Technical specifications. If there is any discrepancy / contradiction between Schedule of quantities, Drawings and Technical specification, the first preference is given to Description in schedule of quantities, second to drawings and third to Technical specifications.

**16. CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC**

The contractor(s) shall not deposit materials on any site which will seriously inconvenience to the public. The Employer may require the contractor to remove any or all materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

**17. SITE CONDITIONS**

The contractor should inspect the work site, where the works under this contract are to be carried out, and obtain for himself at his own responsibility all the information which may be necessary for the purpose of the successful execution of the contract.

He must also make himself conversant with all the locations and means of access to the site of work, nature, extent of transport facilities and character of the work and supply of materials, conditions affecting labour and other matters that may affect his tender. Employer does not undertake any responsibility to obtain any concessions, permissions from the Owner of the adjoining plot or from any other party of any allowance, access, encroachments etc. whether for the facility of the works or otherwise. No claim therefore will be entertained should the contractor have failed to comply with this condition.

All fences, trees, shrubs, green and other surfaces about the buildings, or approaches thereto, which are required to be maintained are to be kept free from damages due to preparation in connection with the work.

The site will be made available to the contractor in its present conditions. Site organisation within the site boundaries shall be his responsibilities. No space other than the above site can be made available to the contractor for the site office, labour camps, storage etc.

**18. LIQUIDATED DAMAGES**

The time allowed for carrying out the work as envisages in the tender shall be strictly observed by the contractor and shall be reckoned from 7 days from the date of issue of work order. The work shall throughout the stipulated period of contract be proceeded with, with all the due diligence (time being deemed to be of the essence of the contract, on the part of the contractor) and the contractor shall pay to the Employer, without prejudice to other right of the Employer as compensation @ 1% of the value of work for every week that the work remains unfinished after the date stipulated in the Appendix as "Date of Completion" or the extended date under Article 13 of the general conditions of contract subject to a maximum of 10.0% of value of work but not exceeding the total Security Deposit as liquidated damages. The employer may deduct such sum from the contractor's security deposit and/or any sum payable to the contractor at that time or later. The "liquidated damages" as stipulated shall be considered as a genuine pre-estimate of the loss/damage suffered by the Employer due to non completion of work in time. Decision of the Employer in this respect shall be final and binding to the contractor.

## 19. WORK PROGRAMME

**The tender must submit a brief work programme for completion of work within the specified time frame. Thereafter, the successful tenderer shall within Seven (7) Days of receipt of intimation that his tender has been accepted, submit to the Architect/Employer a detailed work programme prepared in the form of PERT/CPM network/Bar Chart as would enable him to complete the work within the time stipulated in the tender This will also be made as a part of the agreement.**

The detailed work programme must indicate date of starting and completion of respective part or sections of the work, the detailed work programme would be subjected to the approval of the Architect/Owner who will have the power of such modifications thereon as found necessary, the actual progress compared with this will be reviewed periodically.

The contractor at the site of his work at the place or places shown to him shall maintain the following facilities:

- a. Printed time schedule displayed properly
- b. All the drawings which will be given to him for the execution of the work
- c. The contractor shall keep all the drawings in proper condition and will not be permitted to remove the same from the site of work for any reasons whatsoever. They shall be available for inspection at all times by the Architect and his authorized representatives and Employer/Employer's representatives.
- d. One 11 ft. and one 50 ft. steel measuring tape with I.S.I stamped certificate and two ten feet stock tapes, box of chalk for marking.
- e. Measuring books, copies of bills of work due or certified.

**SECTION 6.0****FORM OF AGREEMENT**

ARTICLES of AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ year 20\_ between the UNITED INDIA INSURANCE CO. LTD. having its Office at Chandigarh (Hereinafter referred to as the “Employer/Owner” which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter referred to as “Contractor” unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to renovate/furnish \_\_\_\_\_ branch of UNITED INDIA INSURANCE CO. LTD. situated at \_\_\_\_\_ (Herein referred to as “Project”).

AND WHEREAS the Employer in order to effectively carry out the said works has engaged \_\_\_\_\_ (Hereinafter referred to as “Architects”) to prepare plans, drawings and specifications describing the works to be executed for contractors, namely, Interior, Civil, Electrical, Fire, Air-Conditioning etc. for the project, to open tenders received at the office of the Employer, to scrutinize and recommend to the Employer the name(s) of the Contractor(s) from whom tenders were received and recommended to the Employer for the issue of work order to the contractor.

AND WHEREAS for the purpose of the said project, the Employer invited sealed tenders from experienced, resourceful and bonafide contractors vide his Notice Inviting Tender (No. \_\_\_\_\_ dated. \_\_\_\_\_).

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

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

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

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

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

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

1. Contract documents

The following documents shall constitute the Contract Documents.

t. This Article of Agreement.

- ii. Tender submitted by the Contractor included the N.I.T and Tender Documents (Vide Annexure-I).
  - iii. All correspondence between the Company/Architects and the Contractor from the date of issue of N.I.T and the date of issue of work order.
  - iv. Work order No. \_\_\_\_\_ dt. \_\_\_\_\_ (Vide Annexure-II).
2. In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said Owner/Employer through the Architects and described in the said Specifications and the said Schedule of Quantities.
  3. Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein before stated by the Employer through the Architects reserves itself the right of altering the drawings and the nature of the work and addition to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
  4. As mentioned in Article 1 above, the said conditions shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
  5. Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of \_\_\_\_\_ thereto. The decision of the arbitration shall be final and binding on both the parties.

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

Signed and delivered for and on behalf of

UNITED INDIA INSURANCE CO. LTD., CHANDIGARH

Shri. \_\_\_\_\_

\_\_\_\_\_

Its duly authorised official

In the presence of –

1. (Name and Address)

\_\_\_\_\_

\_\_\_\_\_

2. (Name and Address)

\_\_\_\_\_

\_\_\_\_\_

Signed and delivered for and on behalf of

The Contractor: \_\_\_\_\_ by

Shri \_\_\_\_\_ his

Duly authorised official

In the presence of –

1. (Name and Address)

\_\_\_\_\_  
\_\_\_\_\_

2. (Name and Address)

\_\_\_\_\_  
\_\_\_\_\_

**SECTION 7.0****SAFETY CODE****Scaffolds :**

- (i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder used for carrying material as will, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4) horizontal and 1 vertical)
- (ii) Scaffolding or staging more than 4m. above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffoldings or staging and extending along the entire length of the outside and ends there of with only such opening 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.
- (iii) Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 12 feet above the ground level on the floor level. They should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.
- (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be -3'0". Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- (v) Safe means of access shall be provided to all working platforms and the working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between side rail in rung ladder width shall in no case be less than 290mm. for ladder upto and including 3m. in length. For longer ladders this width should be increased at least 20mm. for each additional meter or length.
- (vi) 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**

- (vii) 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.
- (viii) 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 and Trenching**

- (ix) All trenches, 1.25m. or more in depth, shall at all times be supplied with at least one ladder for each 30m in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1m. above the surface of the ground. The side of the trench which are 1.5m. or more in depth

shall be stopped back to give suitable slope or securely held by timber bracing, so as to avoid the dangers of sides to collapse. The excavated material shall not be placed within 1.5m. 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.

(x) The contractor shall take all measures on the site of 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 person 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**

- (xi) Before any demolition work is commenced and also during the process of the work;
- (a) All roads and open areas adjacent to 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 risk of 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**

- xii). All necessary personal safety equipment as considered adequately 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 these concerned.
- (a) Worker 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 the manholes and manhole's 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 age of 18 years and women on the work of painting with products containing lead in any form. Where ever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
    - (i) No paint containing lead or products shall be used except in the form of paste or readymade paint.
    - (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 contractors to the workmen and adequate facilities shall be provided to enable the worker painters to wash during the cessation of work.



- (xiii) When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt 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.

**SECTION 8.0****APPENDIX HEREIN BEFORE REFERRED TO**

1	Submission of Work Program in the form of Gantt Chart/Bar Chart.	7 days from the date of acceptance letter.
2	Insurance of the work and labours.	Before commencement of work.
3	Date of commencement.	7 days from the date of allotment/ acceptance letter.
4	Time Period for Completion.	<b><u>60 Days for completion of work</u></b> from the date of commencement.
5	Retention Percentage.	8% (as per Article 11 of General conditions of contract).
6	Minimum value of work for Interim Certificate.	<b>Rs.5,00,000</b> excluding secured advance on materials if any.
7	Period for certification of interim bills by Architect.	8 days from the date of Receipt of bill by the Architect.
8	Period of Honouring Interim Certificate by the Company.	7 days from the date of receipt of the Certificate issued by the Architect.
9	Period for certification of final bill by Architect.	45 days from the date of Receipt of bill by the Architect.
10	Period of Settlement of Final Bill by the Company.	2 months from the date of Issue of Certificate by Architect.
11	Defect Liability Period.	12 Months.
12	Liquidated damage for Non-Completion of work within the date of completion.	1 % of tender amount per week of delay of work. Max.10% but not exceeding total security deposit.
13	Release of Retention Money in two parts.	50% after satisfactory virtual completion and certification of Final bill. Balance 50% after Defect Liability Period (as per article 11 – General conditions of contract).

## LIST OF APPROVED MATERIALS

<b>MATERIAL</b>	<b>MANUFACTURER / BRAND NAME</b>
1. G.I. Steel section IS 277-1985 part i certified	India gypsum
2. Glass reinforced gypsum board / tiles IS 2095-1982 certified	India gypsum, saint gobin
3. Clear float glass	Modi float, Saint-gobin, Triveni
4. Flush doors is : 2202 certified part I	Greenlam, , National,
5. A) 19mm thk. Block board	Green, National, Archidply, century
B) bwr comm. Ply (6mm, 8mm,12mm)	Green, National, , Archidply, Century
6. Laminate IS 2046 certified	Greenlam, , kitmica, SUNMICA,
7. Hardware Door closer & floor springs Everite, Doorking, DORMA,GODREJ Hinges, drawer slides. Earl bihari , ebco Mortice lock with handles, Tubular latch with key Godrej ,Plaza Key Board Tray / Cpu Trolley Godrej, Horizon	
8. Adhesive is –4835 - 1979 certified For wood Fevicol , VEMICOL For foam Dunlop , Century sr	
9. Plaster of paris Superfine or SHREERAM	
10. Plastic emulsion	Asian paints, Berger paint, Jenson & Nicholson, Shalimar
11. Synthetic enamel paint	Asian paints, Berger paint, Jenson & Nicholson,

Narolac

- |   |   |
|---|---|
| 12. Melamine<br>Asian paints , Shalimar                             |   |
| 13. Vertical blinds<br>Vista Laylor, Mac                            |   |
| 14. Cement  | ACC, VIKRAM, SIALBA MAJRIuja,ultratech                      |
| 15. TMT & RTS bars  | Tata ,SAIL , Kamdhenu                                       |
| 16. Ci pipes & fittings   | Jindal, Tata, Surya   |
| 17. Sanitary fixtures   | Jaquar,Ess-Ess,Crab Tree,Kohlar                             |
| 18. G.I. Pipes/black steel pipe                                     | Jindal, Tata, Surya,  |
| 19. G.I. Fittings(malleable cast iron                               | UNIK, UCO, SVW  |
| 20. Stainless steel sinks   | AMC, Neelkanth, Jayna                                       |
| 21. Toilet accessories  | Akoi, Parko   |
| 22. Clay Bricks, Aggregates   | Any manufacturer of repute to be got approved<br>from Bank. |
| 23. Al. door, Window & Ventilator sections                          | JINDAL, HINDALCO  |
| 24. Water Proofing material/Compound for roof Tops and sunken floor | CICO Technoligies Ltd.                                      |
| 25. Chairs  | GODREJ,DURIAN   |

All materials shall be used only after quality check / inspection / approval By Bank Engineer.

Place:

Date:

Signature of the contractor

**LIST OF APPROVED MATERIALS**

All materials to be used for Electrical work is to be of following approved make, manufacturers other than listed below may also be considered at the discretion of the Architect / Employer.

<b>MATERIAL</b>	<b>MANUFACTURER/BRAND NAME</b>
Cables (ISI mark 1100 V Grade)	: Finolex / Polycab / Havells
PVC Wires 660V grade FRLS	: Finolex / Polycab / Havells
M.S. Conduit ISI make	: Precision / AKG
Cabling, capping & accessories.	: Precision / modi / Asian
Trunkings	: Precision / modi,
P.V.C conduits	: Diplast / Precision AKG/modi
MCB, D.B, ELCB	: MDS / Havells / Indo Asian/ L&T
Switches, sockets, plates	: MDS / Northwest / MK
Electrical fixtures(LED)	: Philips / Havells / G.E / wipro
Fan & Exhaust fans	: Crompton Greaves / G.E. / Havells.
Brass Cable glands.	: Siemens / Havells.
Telephone wires	: Delton / Finolex.
MCCB's	: MDS/ Havells/ L&T/ABB
Selector switch& indication Light.	: Kaycee / Siemens / L&T.
Distribution Boards(Double Door)	: Double Door HAVELLS/ MDS/ L&T
Information outlet / Patch Cord D-Link / Bestnet / Systimax	:
Data cable	: D-Link / Systimax/ AMP

Place:

Date:

Signature of the contractor