

**TENDER DOCUMENT FOR INSTALLATION OF AIR-  
CONDITIONER (VRV/VRF) WORK OF**

**“UNITED INDIA INSURANCE CO. LTD.  
PROPOSED REGIONAL OFFICE PREMISES”  
AT 8<sup>TH</sup> FLOOR, NBCC BUILDING,  
SAHAKAR MARG, JAIPUR,  
RAJASTHAN**

**DATE OF SUBMISSION : 15/05/2023 UPTO 3:30 PM  
DATE OF OPENING : 15/05/2023 AT 4:30 PM**

NAME OF THE FIRM : .....

ADDRESS OF FIRM : .....  
.....  
.....

**EARNEST MONEY DRAFT DETAIL  
(TO BE FILLED BY CONTRACTOR)**

Draft Amount .....

Bank's Name .....

Bank Draft No. ....

Dated ..... -

Place : .....

PART-A

GENERAL TERMS & CONDITIONS

FOR

INSTALLATION OF AIR-CONDITIONER  
(VRV/VRF)WORK  
OF

“UNITED INDIA INSURANCE CO. LTD.  
PROPOSED REGIONAL OFFICE PREMISES”

AT 8<sup>TH</sup> FLOOR, NBCC BUILDING,  
SAHAKAR MARG, JAIPUR,  
RAJASTHAN

**DEPUTY GENERAL MANAGER**  
United India Insurance Co. Ltd.,  
Regional Office, 7<sup>th</sup>& 8<sup>th</sup> Floor,  
NBCC Centre, 17 SAHAKAR Marg,  
Jaipur 302007  
**Website :** [www.uiic.in](http://www.uiic.in)

**Mohit Agarwal**  
181, opp. Ryan INT school, Padmavati  
B Colony, Nirman Nagar, Brijlalpura,  
Jaipur, Rajasthan 302019  
**Email:** [aalayamdesigns@gmail.com](mailto:aalayamdesigns@gmail.com)  
**Mobile:** +91-9829535976

**SECTION – 1**  
**NOTICE OF INVITATION TO TENDER**

Sealed tenders on item rate basis are invited from **Qualified Interior contractors**, for the Installation of Air-Conditioner (VRV/VRF) work of UNITED INDIA INSURANCE CO. LTD., REGIONAL OFFICE premises at Jaipur. Tender documents may be directly downloaded from the UIIC's web site [www.uiic.in](http://www.uiic.in) commencing from 01.05.2023.

**Submission of Tender**

The tenders are to be submitted in Two separate envelopes each sealed and clearly identified as to envelope number and contents as indicated below. All the two envelopes shall be contained in a large envelope super scribed "Installation of Air-Conditioner (VRV/VRF) work of UNITED INDIA INSURANCE CO. LTD., REGIONAL OFFICE premises at Jaipur". Each tenderer will be issued one set of tender documents. Tenderer has to submit all the documents alongwith Tender document, Bid Forms and drawings issued to them while submission of their tender duly stamped and signed as per instructions.

**Envelope No.1 : Technical Bid**

The Envelope No.1 shall contain "**Part A**" i.e., Eligibility criteria documents alongwith Tender document, Tender Forms duly signed and stamped on each page by Tenderer and one Demand Draft towards EMD as stipulated.

This envelope shall be super scribed "Envelope 1:- Tender documents for Installation of Air-Conditioner (VRV/VRF) work of UNITED INDIA INSURANCE CO. LTD., REGIONAL OFFICE premises at Jaipur.

**Envelope No.2 : Financial Bid**

Envelope No.2 shall contain all documents in "**Part B**" i.e Price Bid, Bill of Quantities tender specifications and correction (if any), by Tenderer including tender form duly filled in, complete details and description including all data duly signed and stamped on each page are to be supplied by tenderer specified in the information and Instructions to Tenderer.

This envelope shall be super scribed "Envelope 2:- Tender documents for Installation of Air-Conditioner (VRV/VRF) work of UNITED INDIA INSURANCE CO. LTD., REGIONAL OFFICE premises at Jaipur.

Sealed tenders as above will be received at the office of **DEPUTY GENERAL MANAGER, UNITED INDIA INSURANCE CO. LTD., REGIONAL OFFICE, JAIPUR** up to 3:30 PM, on last date i.e 15/05/2023 Sealed offers will be opened on the same day at 4:30 PM.

Tender received late on account of any reason whatsoever and telegraphic tenders may not be entertained.

The earnest money deposited by demand draft must accompany tender and the tenders not accompanied by the earnest money deposited through demand draft are liable to be rejected as NON-RESPONSIVE.

The tender shall be valid for a period of not less than 90 days after the date of opening of envelope No. 2.

For any further information on the tender, the Office of **DEPUTY GENERAL MANAGER UNITED INDIA INSURANCE CO. LTD., REGIONAL OFFICE, 7TH & 8TH FLOOR, NBCC CENTRE, 17 SAHAKAR MARG, JAIPUR**, may be contacted.

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

Tenderer to be fully responsible for the consequences of misrepresentation

(i) Any suppression of information and misrepresentation will render the Tenderer ineligible for the bid along with the forfeiture of Earnest Money. The Tenderer will also be liable for disqualification for future bids of UIIC for a period of 2 years.

(ii) If any suppression of information and misrepresentation is found after the award of Contract, the Contract may be terminated with forfeiture of EMD. The Contractor will also be disqualified for future bids of UIIC for a period of 2 years.

**Bid opening**

(i) Bids will be opened in the office of **DEPUTY GENERAL MANAGER UNITED INDIA INSURANCE CO. LTD., REGIONAL OFFICE, 7TH & 8TH FLOOR, NBCC CENTRE, 17 SAHAKAR MARG, JAIPUR** at 04:30 Pm on 15/05/2023 in presence of Tenderer or authorized representatives of Tenderer who wish to attend the opening of bids. Physical presence during Bid opening is optional.

(ii) Tenderers or their authorized representatives who are present shall sign the register in evidence of their attendance.

(iii) To assist the examination, evaluation and comparison of the bids, UIIC may at his discretion ask the Tenderer for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the bid shall be sought or permitted. The above clarification for submission of the details shall form part of the bid and shall be binding on Tenderer.

**Preliminary examination of bids**

(i) The UIIC shall examine the bids to determine whether they are complete, whether physical copies of all the relevant documents have been received not later than the prescribed date and time for Bid submission and generally they are in order.

(ii) Prior to the detailed evaluation, UIIC shall determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one;

- (a) That affects in any substantial way the scope, quality or performance of the contract.
- (b) That limits in any substantial way, inconsistent with the Bidding Documents, the UIIC's rights or the successful Tenderer. obligations under the contracts; or
- (c) Whose rectification would unfairly affect the competitive position of other Tenderer who are presenting responsive bids.

(iii) If a Bid is not responsive, it shall be rejected by the UIIC .

(iv) In case of bids containing any conditions or deviations or reservations about contents of the bidding document, the UIIC may reject the Bid.

**Evaluation of bids**

Prior to evaluation of Bids, UIIC will determine whether each Bid is responsive to the requirements of the Tender. UIIC may, in its sole discretion, reject any Bid that is not responsive hereunder. A Bid shall be considered responsive only if:

- (a) the Technical Bid is received in the form specified at Clause 1.0;
- (b) it is received by the Bid Due Date including any extension thereof;
- (c) it is accompanied by the EMD as specified in Tender.
- (d) it is signed and stamped, as stipulated in the Tender;
- (e) it is accompanied by the Power of Attorney, if applicable;
- (f) it contains all the information (complete in all respects) as requested in the Tender;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

The Tenderer whose Bid is adjudged as responsive and who quotes the sum total of all the items of the BOQ/Schedule (the " Bid Price") as the lowest cost as per "**Part B**" i.e Price Bid.

required from the UIIC for implementing the Project shall generally be declared as the selected Tenderer.

The UIIC reserves the right to negotiate the offer submitted by the Tenderer who has submitted the Lowest Bid to bring down the rates to a reasonable level. The Tenderer must note that during negotiations of rates can only be reduced and not increased by the Tenderer. In case the Tenderer does not reduce the rates or introduces any new condition or increases rates of any Schedule of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

In the event that two or more Tenderers quote the same amount of Bid Price, the UIIC shall identify the Selected Tenderer by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Tenderers who choose to attend.

In the event that the Lowest Tenderer withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the UIIC may either annul the Bidding Process or invite all the remaining Tenderers to match the Bid of the aforesaid Lowest Tenderer (the "second round of bidding"). If in the second round of bidding, only one Tenderer matches the Lowest Tenderer, it shall be the Selected Tenderer. If two or more Tenderers match the said Lowest Tenderer in the second round of bidding, then the Tenderer whose Bid was lower as compared to other Tenderer(s) in the first round of bidding shall be the Selected Tenderer. For example, if the third and fifth lowest Tenderers in the first round of bidding offer to match the said Lowest Tenderer in the second round of bidding, the said third lowest Tenderer shall be the Selected Tenderer.

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the UIIC to the Selected Tenderer and the Selected Tenderer shall, within 3 (three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

In the event the duplicate copy of the LOA duly signed by the Selected Tenderer is not received by the stipulated date, the UIIC may either annul the Bidding Process or invite may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Tenderer as mutually agreed genuine pre-estimated compensation and Damages payable to the UIIC may either annul the Bidding Process or invite for, inter alia, time, cost and effort of the UIIC may either annul the Bidding Process or invite on account of failure of the Selected Tenderer to acknowledge the LOA, and the next eligible Tenderer may be considered.

**Declaration of non-performance or ban status or termination**

Tenderers are not eligible to participate in the bid process under the following conditions:

- (i) They have been declared a non-performer by Central/State Government Department in India including authority controlled by them during the last two years prior to the date of our bid submission.
- (ii) They are currently debarred for bidding, blacklisted, suspended in Central/State Government Department in India including authority controlled by them.
- (iii) Any previous contract awarded to them has been terminated by UIIC on account of contractor's default during the last two years prior to the date of bid submission.

Accordingly, Tenderers are required to sign an Affidavit as per the enclosed pro- forma in Annexure, declaring their status of non-performance or debarment/termination.

SIGNATURE OF COMPETENT AUTHORITY

DEPUTY GENERAL MANAGER, UNITED INDIA INSURANCE CO. LTD.,  
REGIONAL OFFICE, 7TH & 8TH FLOOR, NBCC CENTRE, 17 SAHAKAR MARG  
JAIPUR- 302007

**SECTION - II**

**INSTRUCTIONS FOR TENDERERS**

The details of work to be carried out and its scope are given in the specifications and bill of Quantities of these documents which also indicate a brief description of the Project where work is to be executed. The Tenderer is advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.

The Tenderer, in their own interest, are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract.

- a)** Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.
- b)** Requirement and availability of land and other facilities for his enabling works, stores and workshops etc.
- c)** Ground condition including those having bearing upon transportation, disposal, handling and storage or materials required for the work or obtained there from;
- d)** Source and extent of availability of suitable materials including water etc. and labor (skilled and unskilled) required for work and laws and Regulations governing their use and employment;
- e)** The type of equipment and facilities needed preliminary for and in the performance of the work and for successful completion of work.
- f)** All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.

The tenderer should note that the information, if any, in regard to the site and local conditions, as contained in these tender documents has been given merely to assist the tenderer and is not warranted to be complete.

The tenderer should note and bear in mind that shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge as aforesaid on the part of the tenderer shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the.

Immediately on receipt of the Tender Documents from the but at least ten days prior to the date fixed for opening of Envelope No. 1 & 2 of Tender, the Tenderer may submit in writing any tender enquiry on matters where clarifications or additional information is desired. If considered appropriate, the UIIC reserves the right to issue addendum(s) or amendment(s) to any condition/specifications/schedules to all Tenderer before the date of submission by calling a pre-bid meeting or by way of letters , if any. The addendum will also be posted on the website and interested agencies are required to see the same before submitting their offers. Tenders submitted by the tenderer shall be deemed to cover the effect of such addendum(s)/amendment(s) issued and such addendum(s)/amendment(s) duly signed by the Tenderer shall be submitted along with the tenders.

The tender should be submitted in the prescribed form and the same should be signed as laid down here under;

- a)** If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with his current business address.
- b)** If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
- c)** If the tender is submitted by a firm in partnership, it shall be signed for and on behalf of the firm by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.

**d)** If the tender is submitted by a Limited company, or a Limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender. Such Limited company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

The full information and satisfactory evidence pertaining to the participation of each members of the group of firm in the tender shall be furnished along with the tender.

**e)** A Tenderer shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Tenderer found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the UIIC shall be entitled to forfeit and appropriate the value of the EMD, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the UIIC and not by way of penalty for, inter alia, the time, cost and effort of the UIIC, including consideration of such Tenderer’s proposal, without prejudice to any other right or remedy that may be available to the UIIC under the Bidding Documents and/ or the Agreement or otherwise.

**f)** All witnesses and sureties (if any) shall be persons of status and their full names, occupations and address shall be stated below their signatures. All signatures affixed on each page in the tender will be dated.

The tenderer shall furnish with his tender:

**a)** Construction schedule showing all activities of work in detail and in the form of Bar Chart proposed to be completed within the stipulated period duly signed as token of acceptance.

**b)** Details of plant, equipment and Machinery immediately available with the tenderer for deployment on the work.

**c)** Detail of Technical and supervisory personnel already employed by the tenderer which he proposes to utilize for this work and such other personnel which he proposes to employ further for this work.

**d)** Relevant information on the capacity, financial resources and experience about himself.

The earnest money deposit (EMD) without any interest will be returned to the unsuccessful tenderer only after validity period/award of work.

The UIIC or its duly authorized representative will open the tenders in the presence of all the tenderer who may choose to be present at the time. If any of the tenderer or his agent is not present at the time of opening of tender, the UIIC or its duly authorized representative will, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender under his signatures. Such a statement shall then be binding on the absentee tenderer.

Tenders, which should always be placed in sealed covers, with the name of the project written on the envelopes will be received at the office of **DEPUTY GENERAL MANAGER UNITED INDIA INSURANCE CO. LTD., REGIONAL OFFICE, 7TH & 8TH FLOOR, NBCC CENTRE, 17 SAHAKAR MARG, JAIPUR** up to 3:30 p.m. on last date fixed for the receipt of the tenders i.e. 15/05/2023 and will be opened in his office at 4:30 p.m. on the same day.

The time allowed for the carrying out of the work will be as mentioned in **Appendix-1** to tender.

The tenderer should quote for all the items of work as given in the bill of quantities. The rates shall be written in both the words and in figures. Tenderer shall also show cost of each item, total of each subhead and, the Grand total of the whole contract. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Bid, the lower of the two shall prevail. Corrections, if any, shall be made by crossing out, initialing dating and rewriting.

The Bid with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this Tender. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English by certified translator and duly stamped by the embassy of the country, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

Tenders can be directly downloaded from the UIIC Website i.e. [www.uiic.co.in](http://www.uiic.co.in).

Earnest money in the form of Demand Draft drawn in favor of "UNITED INDIA INSURANCE CO. LTD., REGIONAL OFFICE" payable Jaipur at must accompany each tender and each tender is to

be in a sealed cover superscripted the name of work, and addressed to the office of **DEPUTY GENERAL MANAGER, UNITED INDIA INSURANCE CO. LTD., REGIONAL OFFICE, 7TH & 8TH FLOOR, NBCC CENTRE, 17 SAHAKAR MARG, JAIPUR**

MSEs registered with District Industries Centers/ Khadi and Village Industries Commission/ Khadi and Village Industries Board/Coir Board/ National Small Industries Corporation/ Directorate of Handicraft and Handloom/ 'UDYAM REGISTRATION' / Any other body specified by Ministry of MSME are exempted from the payment of EMD subject to submission of valid registration with MSME, Govt. of India. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:

- a) District Industries Centres;
- b) Khadi and Village Industries Commission;
- c) Khadi and Village Industries Board;
- d) Coir Board;
- e) National Small Industries Corporation;
- f) Directorate of Handicraft and Handloom; and
- g) Any other body specified by the Ministry of MSME.

However, all other prescribed eligibility criteria will remain applicable on such Tenderer(s) also. In case of exemption from payment of EMD as a matter of Govt. Policy, the scanned copy of document in support of exemption shall have to be uploaded by the Tenderer(s) during bid submission. The onus of proving that the Tenderer is exempted from payment of the EMD will lie squarely on such Tenderer(s). In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by UIIC as a valid bid. At a later stage, if it is discovered from the uploaded documents that such Tenderer(s) is/are not entitled for the exemption from payment of EMD, their bid shall be treated as non-responsive and rejected outright.

The acceptance of a tender will rest with the UNITED INDIA INSURANCE CO. LTD., which does not bind itself to accept the lowest tender, and reserves to itself the UIIC to reject any or all of the tenders received without the assignment of any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

All item rates shall be quoted on the proper form of the tender alone.

An item rate tender containing percentage below/above will be summarily rejected.

On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer/Architect shall be communicated to the Employer/Architect.

Special care should be taken to write in figures as well as in words and the amounts in figure only, in such a way that interpretation is not possible. The total amount should be written both in figures and words. In case of figures, the word 'Rs' should be written before, the figure of Rupees and words 'p' after the decimal figures, e.g. Rs 2.15 p and in case words, the word 'Rupees' should precede and the word paise should be written at the end, unless the rate is in whole rupees and followed by the words 'only', it should invariably be upto two decimal places. While quoting the rates in the bill of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.



TENDER DOCUMENT UIIC RO, JAIPUR

(a) The UIIC does not bind itself to accept the lowest tender but it may accept any tender and reserves to itself the right of accepting the whole or any part of a tender and the tenderer shall be bound to perform the same at the rate quoted.

(b) The UIIC reserves the right to accept the tender in full or in parts and that the tenderer shall have no claim for revision of rates or other conditions if the tender is accepted in parts.

The contractor shall give a list of his relatives working with the UIIC along with their designations and addresses.

No employee of the UIIC is allowed to work under or as a contractor for a period of two years after his retirement from UIIC services, without the previous permission of the UIIC. This contract is liable to be canceled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the UIIC as aforesaid before submission of the tender or engagement in the contractor's service.

The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period, then the UIIC shall be at liberty to forfeit Earnest Money paid along with the tender. The Earnest Money Deposit of the tenderer whose tender is accepted shall be forfeited in full, in case he does not start the work by the stipulated date mentioned in the award letter.

The tender form if required to be witnessed, wherever indicated, it will be witnessed by a person other than the contractor.

It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement, for each component with the competent authority in the UIIC.

Sealed tenders are to be delivered in person to the officer nominated i.e., **DEPUTY GENERAL MANAGER, UIIC** for the purpose or put in a sealed tender box kept in the office before the stipulated time.

The 'Notice Inviting Tender' and this 'Instructions for Tenderer shall form part of the tender Documents.

**SECTION - III**  
**FORM OF TENDER**  
**(On the Letter Head of the Firm)**

**Technical Form-1**

**To,**  
**DEPUTY GENERAL MANAGER**  
United India Insurance Co. Ltd.,  
Regional Office, 7<sup>th</sup> & 8<sup>th</sup> Floor,  
NBCC Centre, 17 SAHAKAR Marg, Jaipur 302007

**NAME OF WORK : INSTALLATION OF AIR-CONDITIONER (VRV/VRF )WORKS OF  
“UNITED INDIA INSURANCE CO. LTD. PROPOSED REGIONAL OFFICE PREMISES”  
AT 8<sup>TH</sup> FLOOR, NBCC BUILDING, SAHAKAR MARG, JAIPUR, RAJASTHAN**

Sir,

**1** Having visited the site and examined the Site conditions, conditions of contract, specifications, schedules and bill of quantities for the construction of the above named works, we offer to construct, install, complete and maintain the whole of the said works in conformity with the said conditions of contract, specifications, schedules and bill of quantities for the sum stated in bill of quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.

**2** We hereby declare that the bid is unconditional and unqualified. We agree and undertake to abide by all the terms and conditions of the Tender document.

**3** We undertake to complete and deliver the whole of the works comprised in the contract within the time stated in the **Appendix-1** hereto.

**4** We have independently considered the amount of liquidated damages shown in the **Appendix-1** hereto and agree that it represents a fair estimate of the loss likely to be suffered, by you in the event of the works not being completed in time.

**5** We agree to abide by this tender for the period of 90 days from opening of tender or extension thereof as required by the employer from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

**6** We confirm that the period and rates as referred in the Bill of Quantity, agreement or general conditions of contract are given or summarized in the Appendix-1 hereto, to which we give our consent and agree to abide by the same.

**7** If this tender is accepted, we undertake to enter into and execute at our cost, when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding contract between us.

**8** We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.

**9** We understand that you are not bound to accept the Lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the contractor or divide the work to more than one contractor without assigning any reason or giving any explanation whatsoever, without incurring any liability to the Tenderer(s).

**10** We certify that in the last five years, have neither failed to perform on any contract, as evidence by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

**11**I/We declare that:

- a) I/We have examined and have no reservations to the Tender Document, including any Addendum issued by the UIIC;
- b) I/We do not have any conflict of interest in accordance with Clause 2.5 (e) of the Tender;

- c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- d) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

**12** We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the work or which relates to a grave offence that outrages the moral sense of the community.

**13** We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023\_\_\_\_ Signature  
\_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to  
sign tenders for and on behalf of \_\_\_\_\_  
(IN BLOCK CAPITALS)

Witness :  
Signature/ Address:

**APPENDIX-1 TO FORM OF TENDER**

**SPECIAL CONDITIONS OF CONTRACT**

Earnest Money Deposit	Rs.10,000/- drawn in the form of Demand Draft in favor of “UNITED INDIA INSURANCE CO. LTD.” payable at Jaipur
Date of Pre-bid Meeting	<b>08.05.2023</b> at 3.00 PM at UIIC, Regional office, Jaipur ( <b>if required</b> )
Date of commencement	Seven days from the date of acceptance letter issued to contractor or day on which the contractor is instructed to take possession of the site whichever is later. (Clause No. 5.14)
Time of completion	One month from the date of commencement. (Clause No. 5.14)
Liquidated damages	Up to 0.5% of the contract amount per week of delay or part thereof subject to the ceiling of 5% of the accepted contracted sum. (Clause No. 5.15)
Retention percentage	5% of the accepted Contract amount (Clause No. 5.12)
Defects Liability period	24 Months (Clause No. 5.38)
Refund of total security comprising EMD and Retention.	The initial security deposit comprising EMD and Retention will be refunded to the contractor 14 days after the end of the defect liability period. (Clause No. 5.12). The retention money deposit, can also be refunded against submission of bank Guarantee, by the contractor in the approved format.

**Technical Form-2  
Details of Tenderer**

1	Name of the Tenderer
2	Registered Address of the Tenderer
3	Address for communication
4	Contact Number
5	E-mail Address
6	Banker's Details for Payment through Electronic Clearing System (ECS):
(a)	Name of bank
(b)	Address of bank
(c)	Account No.
(d)	Name of Account Holder
(e)	IFSC
8	Legal Status of the Tenderer (e.g. Company incorporated sole proprietor, partnership etc.)
9	Country of incorporation/Registration
10	Year of Incorporation
11	PAN No.
12	GST No.
13	Other Licence Details  <p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: center;">For and on behalf of .....</p>

**Technical Form – 3**

**Power of Attorney for Signing of the Bid**

(Refer Clause 2.5 of Instruction for Tenderer)  
(To be executed on stamp paper of appropriate value)

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender for the ..... including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to UIIC, representing us in all matters before UIIC, signing and execution of all contracts and undertakings consequent to acceptance of our Tender and generally dealing with UIIC in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Agreement with UIIC.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF....., 20\*\* (Signature)

For .....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....  
(Signature, name, designation and address of the Attorney)

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Tenderer should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.*

**Technical Form 4 Financial Capacity of the Tenderer**

(Refer Eligibility Criteria)

S. No.	Financial Year (ending on 31 <sup>st</sup> March)	Annual Average Turnover (Rs. in Lakh)
1.	2021-22	
2.	2020-21	
3.	2019-20	

**Certificate from the Statutory Auditor/independent chartered accountant \$** I, in capacity of Statutory Auditor/independent chartered accountant of the Applicant, certify that \*\*\*\*\* (name of the Applicant) had a turnover from Professional Fees as shown above against the respective years.

Name of the audit firm:  
Seal of the audit firm  
Date:  
UDIN

(Signature, name and designation of the authorised signatory)

\$Independent chartered accountant or its chartered accountant that ordinarily audits the annual accounts of the Applicant. The details of the Auditor/ Chartered Accountant along with UDIN and contact details shall be mentioned.

Note:

1. Please do not attach any printed Annual Financial Statement.

**Technical Form 5: Technical Capacity of the Tenderer**  
(Refer to Eligibility Criteria)

The Tenderers shall provide details of only those Eligible Projects that have been undertaken by the Tenderer specified in Eligibility criteria of the Tender.

**Name of the Tenderer:**

S.No.	Executed by (Name of the Tenderer)	Name of the Project	Nature of Work (Insurance companies / banks / other PSUs, Government/Public Sector Undertakings etc.)	Start date and finish date of the work (month/ year)	Project Cost (Rs Lakh)
1					
2					
3					
4					

**Certificate from the Statutory Auditor<sup>s</sup>**

This is to certify that the information contained in Table above is correct as per the accounts of the Tenderer and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>s</sup> In case the Tenderer does not have a statutory auditor, it shall provide the certificate from independent chartered accountant/its chartered accountant that ordinarily audits the annual accounts of the Tenderer. The details of the Auditor/ Chartered Accountant along with contact details shall be mentioned.

**Note:** The Tenderer may attach separate sheets to provide brief particulars of other relevant experience of the Tenderer.



**Technical Form – 6**

(Refer Clause 2.6 of Instruction for Tenderer)

Construction schedule showing all activities of work in details in the form of Bar Chart

**Technical Form – 7**  
(Refer Clause 2.6 of Instruction for Tenderer)

Details of Plant, Equipment and Machinery to be deployed on the work

**Technical Form – 8**

(Refer Clause 2.6 of Instruction for Tenderer)

Detail of Technical and supervisory personnel and such other personnel proposed to employ further for this work

S.No.	Name	Designation of Technical Personnel	Educational Qualification
S.No.	Name	Designation of Supervisory/ Other Personnel	Educational Qualification

**Technical Form – 9: Affidavit**

(To be uploaded as part of Technical Bid)

(To be executed in presence of Public notary on non-judicial stamp paper of the value of [Rs.100/-]. *The stamp paper has to be in the name of the Tenderer*)\*\*.

I ..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the Tenderer (including its constituents), M/s. \_\_\_\_\_ (herein after called the Tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the Tender No. \_\_\_\_\_, do hereby solemnly affirm and state on the behalf of the Tenderer including its constituents/Associates as under :

1. I/We the Tenderer(s), am/are signing this document after carefully reading the contents.
2. I/We the Tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the Tender documents from the UIIC website www.uiic.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the Bidding document. In case of any discrepancy noticed at any stage i.e., evaluation of bids, execution of work or final payment of the contract, the master copy available with the UIIC shall be final and binding upon me/us.
4. I/We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the bid by me/us are correct and I/We are fully responsible for the correctness of the information and documents submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by UIIC or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a member of the partnership firm.
8. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of bids, it shall lead to forfeiture of the EMD besides banning of business for a period upto 2 (two) years. Further, I/We (*insert name of the Tenderer*)\*\* \_\_\_\_\_ and all my/our constituents understand that my/our Tender shall be summarily rejected.
9. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the

TENDER DOCUMENT UIIC RO, JAIPUR

contract, along with forfeiture of EMD besides any other action provided in the contract including banning of business for a period upto 2 (two) years on entire UIIC.

DEPONENT  
SEAL AND SIGNATURE OF THE TENDERER  
VERIFICATION

I/We above named Tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT  
SEAL AND SIGNATURE OF THE TENDERER

**Place:**  
**Dated:**

**\*\*The contents in Italic are only for guidance purpose. Details as appropriate, are to be filled in suitably by the Tenderer. Attestation before Magistrate/Notary Public.**



**Appendix-2**

**FORMAT FOR BANK GUARANTEE FOR RELEASE OF RETENTION MONEY  
(To be submitted after completion of work for the release of Retention Money)**

To  
**DEPUTY GENERAL MANAGER**  
United India Insurance Co. Ltd.,  
Regional Office, 7<sup>th</sup>& 8<sup>th</sup> Floor,  
NBCC Centre, 17 SAHAKAR Marg, Jaipur 302015

[Acting through \_\_\_\_\_(Site Engineer) & Address of the Project]

WHEREAS \_\_\_\_\_[name and address of contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute the work of..... ” [name of Contract and brief description of work] (hereinafter called “the Contract.”);

AND WHEREAS it has been agreed by you in the said Contract that the Contractor has option to get release the Retention Money against un-conditional Bank Guarantee from a Scheduled Bank acceptable to you as security for compliance with Contractor’s obligation in accordance with the contract (Sub clause \_\_\_\_\_).

AND WHEREAS the Contractor has opted to get released the retention money against an unconditional Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the contractor up to a total of \_\_\_\_\_[amount of Guarantee], \_\_\_\_\_[amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_[amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_(till the UIIC certifies repayment of retention money in accordance with clause 5.12 of General Conditions of Contract).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank:  
Address:  
Date:  
Email  
Phone no:

**SECTION - IV**  
**ELIGIBILITY CRITERIA :**

- a) The Tenderer must have adequate credential for similar works i.e. interior furnishing, electrical and air conditioning works of regional offices / zonal offices for insurance companies / banks / other PSUs, Government/Public Sector Undertakings etc. in the past **five years**.
- b) Experience of having successfully completed works during the last 5 years
- i. Minimum 2(Two) similar completed works costing not less than the amount equal to 8 (Eight) lacs of similar nature.
  - ii. Minimum 1(One) similar completed work of aggregate cost not less than the amount equal to 10 (ten) lacs of similar nature.
- c) The technical bids must be accompanied by copies of authentic user's certificates on successful work completions. UIIC reserves the right to verify confidentially of the information in this regard from the users.
- d) The tenderer should furnish Electrical license, PAN and GST registration and enclose alongwith the technical bid.
- e) While submitting the technical bid, the Tenderer must undertake to ensure continued availability of adequate number of service personnel during the period of supply, installation, interior and allied works, and throughout the warranty period.
- f) The Tenderer must have a minimum annual average turnover of Rs 30 Lakhs during the three financial years 2019-20, 2020-21 and 2021-22. All Tenderer should submit copies of audited Statement of Accounts for the last three years ending 31st March 2022 along with the tender documents.
- g) The Tenderer must submit copy of acknowledgment of Income Tax return for the three financial years 2019-20, 2020-21 and 2021-22.
- h) The Tenderer must enclose an undertaking on an appropriate stamp paper, that he has never been blacklisted / depeneled from any Bank / PSU.

*Tenderers must submit documentary proof in support of meeting the minimum eligibility criteria in the Technical Bid of the tender. Simply an undertaking by the Tenderer for any item of the **eligibility** criteria shall not suffice the purpose*



**SECTION - V**  
**ARTICLES OF AGREEMENT**

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 20xx between,  
\_\_\_\_\_ (hereinafter called "The Employer") of the one part and  
\_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of execution of Works for, and has, by letter of acceptance dated \_\_\_\_\_ accepted a tender by the contractor for the execution, completion, and maintenance of such works, now THIS AGREEMENT WITNESSES as follows :

**4.1** In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to :

The following documents shall be deemed to form and to read construed as part of this agreement, viz.

- i)** Original tender document.
- ii)** Relevant correspondence all letters/correspondence forming part of contract and referred to in acceptance letter.
- iii)** Acceptance letter.
- iv)** Bill of quantities.
- v)** The drawings.
- vi)** Time and progress chart.
- vii)** Other additional documents as required,
  - a)**
  - b)**
  - c)**
- viii)** Article of Agreement.

The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies the latest documents issued by the shall prevail over on earlier documents. \* Give the Name, Destination and Address of the Contractor.

In consideration of the payment to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to perform, execute, complete and maintain the work in conformity in all respects with the provision of the contract.

The employer hereby covenants to pay the contractor in consideration of the execution, completion and maintenance of the works such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities/bill of quantities prescribed in the contract.

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day, month and year first above written.

SIGNED AND SEALED AND DELIVERED BY THE

said \_\_\_\_\_  
\_\_\_\_\_)

the contractor

In the presence of

Name: \_\_\_\_\_

Address: \_\_\_\_\_

said \_\_\_\_\_ (Name  
(Name \_\_\_\_\_) on behalf of

on behalf of the employer

In the presence of

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\* This form is included in the tender documents only for the information of the tenderers. Only the successful tenderer will be, in due course, required to complete the form.

**SECTION VI**  
**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 as per standard specifications and under the directions of the Employer/Architects.

**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 of context otherwise requires :

**i) Employer :** The term shall denote UNITED INDIA INSURANCE CO. LTD., REGIONAL OFFICE JAIPUR and any of its employees or representative authorized to act on their behalf.

**ii) UIIC:** The term UIIC shall mean UNITED INDIA INSURANCE CO. LTD., the Employer.

**iii) Architects :** The term Architects shall means M/s Aalayam Design- Architects and Interior Designer , Jaipur 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.

**iv) The Engineer in charge :** The term means technical person, if any deployed by, to look after the work.

**v) Site Engineer :** The term shall mean person, if any, posted at site who shall work under the orders of Architects/Employer/Engineer-in-charge to inspect the works.

**vi) Contractor :** The term Contractor shall mean \_\_\_\_\_ (name and address of the contractor) and his/their heirs, legal representatives assigns and successors.

**vii) Site :** The site shall mean the site where the works are to be executed as shown within boundary on the Site Plan including any building and erections thereon allotted by the Employer for the Contractor's use.

**viii) 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 the drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Employer/Architects shall be given access to such drawings or schedule of quantities whenever necessary. In case any detailed drawings are necessary, contractor shall prepare such detailed drawings and/or dimensional sketches therefore and have it confirmed by the architect/ employer 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 of the time when it is required for implementations so that the Employer may be able to give decision thereon.

**ix) "The works"** shall mean the work or works to be executed or done under this contract.

**x) "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 Statutes.

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

**xii) "Priced Schedule of Quantities"** shall mean the schedule of quantities duly priced with the accepted quoted price of the contractor.

**xiii) Order of precedence** for any ambiguity in the schedule of quantities, general conditions, special conditions, specifications and drawings for the contractor shall be as per the decision of the Employer and the same will be binding on the Contractor, and shall be read as under in the decreasing order of importance.

**a) Schedule of Quantities.**

**b) Drawings.**

**c) Special Conditions.**

**d) General Conditions.**

**e) Technical Specifications of Contract.**

**f) C.P.W.D. specifications or other relevant International standards applicable in India.**

- g) Bureau of Indian Standards specifications.
- h) State P.W.D./General Engineering Practice.

Any ambiguity observed shall be brought to the notice of Architect/ Employer and be executed after obtaining approval of the same.

**SCOPE**

The work consists of Installation of Air-Conditioner (VRV/VRF), in accordance with the "Drawings" and "Schedule of Quantities". The works, related to Installation of Air-Conditioner (VRV/VRF) work or any works as given in the BOQ etc. complete are within the scope of this tender. It includes furnishing all materials, labour, tools and equipment and management necessary for, and incidental to, the construction and completion of the work. All work during its progress and upon completion shall conform to the lines, elevations and grades as shown on the drawings furnished by the employer. If 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 and to furnish and install such detail with employer's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use. Employer 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 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 drawing or between the schedule of quantities and/or drawings and/or specifications.
- c) The removal from the site of any defective materials 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 contractors.
- e) The dismissal from the work of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The contractor shall forthwith comply with and duly execute any work comprised in such employer's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the employer 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. 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 "variations".

**TENDERER SHALL VISIT THE SITE**

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

**TENDERS**

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

The schedule of quantities shall be filled in as follows :

- i) The rates column to be legibly filled in ink in both English figures and English words.
- ii) Amount column to be filled in figures for each item and the amount for each subhead as detailed in the "Schedule of Quantities".

- iii) All corrections are to be initialed.
- iv) The "Rate Column" (for alternative items shall be filled up).
- v) The "Amount" for alternate items of which the quantities are not mentioned shall not be filled up.
- vi) No modifications, overwriting or corrections can be made in the tender papers by the tenderer, but he may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

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

The employer reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rate or other conditions if his tender is accepted in parts.

The tenderer 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 detailed analysis of any or all the rates shall be submitted by the contractor. The employer shall not be bound to recognize the contractor's analysis.

The work will be paid for as "measured work" on the basis of actual work done and not as a "lump sum" contract.

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 item of work, the payment of such items of work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the employer.

The employer has power to add to, omit from any works as shown in drawings or described in specifications or included 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 90 days from the date of opening of the tender .

#### **AGREEMENT**

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

#### **PHOTOGRAPHS**

The contractor shall supply the Architect & Employer weekly with well executed unmounted photographs 4 (four) No. of size 200 x 250mm in duplicate showing the progress of the works and also such particular sections of the works, site plan, machinery or materials as the Engineer may direct within his quoted prices.

#### **GOVERNMENT AND LOCAL RULES**

The contractor shall conform to the provisions of all local By-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 authorities for execution of the 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. He shall indemnify the employer against such liabilities and shall defend all actions arising from such claims or liabilities.

#### **TAXES AND DUTIES**

The tenderer must include in their tender prices quoted for all duties, royalties, cess and sales tax, or any other taxes or local charges, if applicable. **However, GST shall be payable extra.**

#### **PROVISIONAL SUM (P.S.)**

All provisional sums described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of materials and not for any handling and fixing to be done by the contractor. Such costs of handling and fixing with profit (including transport charges if required) shall be separately included in the contract price as described in the schedule of quantities. The disposal of the amounts covered under this head will be absolutely at the discretion of the employer. Contractor is to make payments for these materials to the suppliers on a certificate or order issued by the employer and realize them through his bills from the employer.

**QUANTITY OF WORK TO BE EXECUTED**

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

**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 other agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding/ladders etc. for the execution of such work.

**EARNEST MONEY DEPOSIT (EMD) AND RETENTION MONEY**

The tenderer will have to deposit mentioned Earnest Money along with the tender. The Earnest Money of the unsuccessful tenderer will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

Apart from the EMD made as above, retention money shall also be deducted from the progressive running bills at 10 % of the gross value of each running bill subject to maximum 5% of Contract value. The Selected Tender's EMD and retention money will be returned 14 days after the end Defect Liability Period. No interest is allowed on Retention Money and EMD. On the written request by the Contractor to the Employer/UIIC, the retention money deposit can be refunded if agreed by the Employer/UIIC against submission of bank Guarantee, in the approved format (As per Appendix-2).

**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 provided 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 whose decision shall be final and binding. 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 extrapayments will be allowed for incidental or contingent work, labor and/or materials inclusive of all taxes and duties whatsoever except for specific taxes, 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's and all the necessary scaffolding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such scaffolding, etc. as occasion shall be required or when ordered to do so and shall fully reinstate and make good all matters and things distributed during the execution of works to the satisfaction of the Employer/Architect.

The Contractor shall at all times give access to workers employer by the Architect / 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 or fix pipes, INTERIOR wiring, special fittings etc. The quoted rates of the tenders shall accordingly include all these above mentioned contingent works.

## **TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART**

### **Time of completion**

The entire work is to be completed in all respects within the stipulated period. The date of commencement will be SEVEN days from the date of acceptance letter issued to the contractor or the day on which contractor is instructed to take possession of site, whichever is earlier. Time of completion will be One month from the date of commencement. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as completed until the Employer have certified in writing that work has been completed and the defects liability period shall commence from the date of such certificate.

### **Extension of Time**

If, in the opinion of the Employer/Architect the works be delayed

- (a) by reason of any exceptionally inclement weather, or
- (b) by reason of instruction from the employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or
- (c) by the works, or delay, of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or
- (d) by reason of authorized extra and additions or
- (e) by reason of any combination of workmen or strikes or lockout affecting any of the building trades or

(f) from other causes which the employer may consider are beyond the control of the contractor, the Employer on the request of the contractor, shall grant fair and reasonable extension of the time for completion in respect therefore. In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the contractor, shall immediately give to 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 shall be promulgated at the conclusion of such strike or lockout and the employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 5.15 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the employer were substituted with extended time and in that case the liquidity damages shall be accordingly imposed only for the time for which extension as given by the employer due to fault of contractor.

### **Progress of work**

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

### **LIQUIDATED DAMAGES**

If the work is not completed within the stipulated period, the contractor shall pay the liquidity damages to the employer, calculated @0.5% of the contract amount per week delay or part thereof subject to ceiling of 5% of the accepted contract amount.

## **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, if required, which offices shall be open at all reasonable hours to receive instruction, notices or communication and clear away on completion of the work and make good all work disturbed.

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

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

The contractor shall arrange for temporary latrines if required, for the use of workers and field staff and keep the same in a clean 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 all days including Sundays and other holidays.

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

The contractor shall provide necessary temporary enclosures, gates, entrance 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 subcontractors and remove same on completion.

**Tools**

All instruments like steel tape etc. which is found necessary for the works shall be provided by the contractor for due performance of the contract.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be require for safety taking measurements and shall be supplied by the contractor.

The Mistry's and the supervisors on the works shall carry with them always a one metre or two metres steel tapes, a measuring tape of 30 metres, a spirit level, a plumb bob & a square and shall check the work to see that work is being done according to the drawings and specifications. The site engineer will use any or all measuring instruments or tools belonging to the contractor 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 plants etc. for their work.

**Corrective Measures/ Penalty**

The Employer may, at their discretion undertake such corrective measures as deemed fit for immediate restoration of safe conditions at the workplace at the cost of the Contractor and recover the cost from Contractor's running bills. The contractor will keep the Employer indemnified against any corrective action by the Employer. In addition to such recourse, the penalty for each violation will be enforced as under, without issuing any show cause notice for the same:

S.No.	Nature of violation	Penalty
1	Non preparation of Site Safety Plan before the first running bill	INR 2,000.00

2	Violation of safety norms pointed out by inspecting officials, such as deficient documentations or safety gadgets or lack of supervision/ process control etc.	INR 2,000.00 for each violation subject to maximum 1% of the contract value in all.
3	Injury to worker leading to stoppage of work	INR 10,000.00 for each case.
4	Fatalities to workers at work related accidents	INR 1.00 Lakh for each mortality
5	Repetition of violation	May lead to termination of work.

**NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS**

The Contractor shall confirm to the provisions or any acts of the legislature relating to the work, and to the regulations and By-Laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose system the structures were proposed to have constructed and shall before making any variation from the drawings or specifications that may be associated to so confirm, give the Employer/Architects written notice, specify the variations proposed to be made and the reasons for making them and apply for instructions thereon. the Employer on receipt of such intimation shall give a decision with a reasonable time.

The Contractors shall arrange to give all notices required for by the said acts, regulations or By-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 member 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.

**CLEARING SITE AND SETTING OUT WORKS**

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 of any parts of the works the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the employer. The contractor shall further set out the work 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.

**ACCESS**

Any authorized representative of the Employer/Architect 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 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.

**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 workman like manner with materials of the best and approved quality, 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/Architect during the execution of the work, and to his entire satisfaction.



If required by the Employer/Architect the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the employer at his own cost to prove that the materials etc. under test confirming to the relevant IS standards or as specified in the specifications. The necessary charges for preparation of samples, transporting, testing etc. shall have to be borne by the contractor. No extra payment on this account would in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales taxes, octroi and other charges and must be the best of their kind available and contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the Employer/Architect when so directed by the Engineer/Architects and written approval from Employer/Architect must be obtained prior to placement of order. The approved samples shall be kept with the Employer till the completion of work.

Should the work be suspended by reason of rain, strike, lockouts 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 subcontractor and any damage caused must be made good by the contractor at his own expenses.

#### **REMOVAL OF IMPROPER WORK**

The architect/ 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/Architect 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 of the architect / employer or their authorized representative. Then they will have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental there to as certified by the employer 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.

#### **SITE ENGINEER**

The term "**Site Engineer**" shall mean the person if posted at site by Architect/Employer to superintend the work.

The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials 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 and supervised by the Architects, Engineer from the premises department of the Employer or the Site Engineer as the case may be. But such examination shall not in any way exonerate the contractor from the obligation to remedy and 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 Employer.

#### **CONTRACTOR'S EMPLOYEES**

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall engage at least one experienced Engineer as site-in-charge

for execution of the work. The contractor shall employ in connections with the work persons having the appropriate skill or ability to perform their job efficiently.

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

Any laborer 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's including the requirements of :

- a) The payment of Wages Act.
- b) Employer's Liability Act.
- c) Workman's Compensation Act.
- d) Contractor Labour (Regulation & Abolition) Act, 1970 and Central Rules 1974.
- e) Apprentices Act 1961.
- f) Any other Act or enactment relating thereto and rules framed thereunder from time to time.

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

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the state or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the 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 labourer 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.

#### **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 claim for compensation or damages against the employer or any of their officers or employee.

#### **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 under-let 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.

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

The contractor shall be responsible for all injury to the worker or workmen or persons, or things and for all damages to the project works, materials, equipment, structural and/or decorative part of property which may arise from the operations or neglect of himself or of any subcontractor or any of his or a subcontractor'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 persons or property as aforesaid and also in respect of any claim

made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The contractor shall reinstate, rectify and remedy 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 or third parties.

The contractor shall obtain - contractor all risk Policy (C.A.R.) within 10 days of Issue of letter of intent at his own cost. The insurance must be placed with company approved by the employer and must be effected jointly in the name of the contractor and the employer and the policy lodged with the latter. 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 for the very initial stage. The contractor shall also be responsible for anything which may be excluded from the damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The employer shall be at liberty and 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 including the total security deposit due or to become due to the contractor.

#### **INSURANCE**

Unless otherwise instructed the contractor shall insure the works for all risk (include fire, flood, earthquake & third party) of the contractor for total tender value and keep them insured until the virtual completion of the contract against any loss or damage of the material and of the project. The insurance must be placed with a company approved by the Employer in the joint names of the Employer and the contractor for such amount and for any further sum if called to do so by the Employer. The premium of such further sum being allowed to the contractor as an authorised extra. The contractor shall deposit the policy and receipt premium paid with the Architect/ Employer within 10 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 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 rebuilding or reinstatement after fire shall be entitled to extension of time for completion as the Architect/ Employer may deem fit.

#### **ACCOUNTS RECEIPT & VOUCHERS**

The contractor shall, upon the request of the architect/ 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 the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Architect / Employer shall be final and binding on the contractor as to the amount of materials. The contractor is required to use for any work under this contract.

Before taking any measurement of any work the site Engineer or 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 Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

#### **PAYMENTS**

All bills shall be submitted by the contractor in prescribed format to the architect. All payment shall be credited to the Contractor's bank account through internet banking transfer RTGS/NEFT, ECS (Electronic clearing system) only.

The contractor shall furnish his bank account details..In case, the contractor is having his account with a bank not having Electronic Clearing System (ECS), the Contractor may open a bank account with the bank having this facility unless specifically agreed by the Site Engineer in special circumstances.

Income tax shall be deducted,by UIIC/ Site Engineer from the payment due to the Contractor/Supplier/Service Provider against execution of work, as per the Income Tax Act, 1961 and amendments thereof. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the Contractor. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by UIIC/ Site Engineer. The UIIC/ Site Engineer shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The Contractor shall furnish to the Site Engineer PAN (for TDS), as applicable. The deduction towards income tax shall be made at source from the payments due to the non-resident Contractor/Supplier/Service Provider as per section 195 of the Income Tax Act, 1961 and any amendment thereof.

Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in the tender document.

The bill for payment shall be in proper form,duly accompanied by detailed measurements in support of the quantities of work done and mentioning deductions for previous bill payment made by UIIC.

The payment shall be made as follows:

- a. As soon as the 80% work is completed, the Contractor shall submit the bill and give notice of such completion, to the Site Engineer/ UIIC, and the Site Engineer/ UIIC, shall inspect the work & satisfied that the work done is satisfactory and executed as per standards & specifications and actual work done is more than the bill raised for payment. Any incomplete item of work or any defect, which is to be rectified by the Contractor, or if any part or whole of the work fails to pass the specified tests, the Site Engineer/ UIIC shall furnish to the Contractor, the list of all such incomplete items of work, deficiencies, defects, failure to pass tests, etc., and may refuse to issue an Interim Completion Certificate to the Contractor. If in the opinion of the Site Engineer/ UIIC the work has been satisfactorily completed and satisfactorily passed quality test or tests that may be prescribed, the Site Engineer/ UIIC shall issue Interim Completion Certificate showing the date of completion for the 80% work and release the 80 % payment to the contractor as an interim payment.
- b. The balance 20% payment shall be released only after issuance of the Completion Certificate to the Contractor as per Clause 5.36 and payment shall be made within four weeks after issue of Completion Certificate from the Employer/Architect.
- c. The employer will deduct retention money as described in clause 5.12. 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 as advance against the final payments 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 removed and taken away and reconstructed or re-erected or to be considered as an 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 powers 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.

### **FINAL PAYMENTS**

The final bill shall be accompanied by a certificate of completion from the Employer/Architect. Payments of final bill shall be made after deduction of Retention Money as specified in clause 5.12 in the tender document and shall be refunded after the completion of the Defects Liability Period and after receiving the Employer and Architect's certificate that the contractor has rectified all defects to the satisfaction of the Employer and Architects. The acceptance of payments of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

### **VARIATION/ DEVIATIONS**

The contractor is authorized for the variation when directed in writing by the architect with the consent of employer to add or omit, or vary the works shown in the drawings or described in the priced schedule of the quantities. The contractor on his own accord without written instruction of architect/employer shall not make any addition, omission or variation.

A verbal authorization of direction by the architect/ employer shall when confirmed correctly by the contractor in writing within 3 days shall be deemed to have been given in writing.

The contractor shall submit a fortnightly statement with detail for the claims of any additional payment to which he may consider himself entitled of all extra or additional work ordered by the employer which he has executed during the preceding month.

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules

i) The net rates or prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.

ii) If the rates for the extra, altered or substituted or (deviated) work are not provided in the schedule of quantities, then to the extent possible shall be derived out of rate given in that schedule for similar or near similar items or based on CPWD DSR 2021. For the purpose of such deviation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule.

For such portions of the analysis, for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule or CPWD DSR 2021, market rates substantiated by purchase bills/vouchers dependable printed price schedule of building materials of different type shall be adopted, using factors and constants for quantum of materials, labor, T & P and sundries, from standard analysis of rates adopted by the CPWD, and adding 15% towards profit and overheads.

iii) In respect of a contract which incorporates more than one schedule, the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, shall be taken as the lowest applicable rate in other schedules. Similarly in case (ii) above if similar in near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, similar or near similar items from the other schedule shall be adopted.

iv) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additional, altered for substituted deviated work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the architect in consultation with the employer.

vi) In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principles enunciated and the Architect, after scrutinizing the analysis any other papers furnished will allow such rates as he considers reasonable after obtaining Employer's sanctions.

vii) Where extra work is of such a nature that it cannot be properly measured or valued, the contractor shall be allowed day work priced at the net rates stated in the tender or the priced schedule of quantities or if not so stated then in accordance with the minimum local day work rates and wage for the district notified by the concerned authority provided that in either case if required by the Architects, vouchers, muster rolls and other documents, required for proper verification of the labour employed and the materials deployed on the said work and the costs thereof be delivered to the Site Engineer, Architect or his representative on or before the end of the week following that in which the work has been executed.

The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the Architects and Employer. The margin to be allowed on actual costs to the contractor towards profit and overhead shall be 15%.

**Deleted**

**DEVIATION FROM CONTRACT COST BEYOND 5%**

The quoted rates shall hold good for any increase in the tendered quantities up to variation of 5% in the total contract cost.

**SUBSTITUTION**

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

**COMPLETION CERTIFICATE**

As soon as the work is completed, the Contractor shall give notice of such completion, whether of the whole of the works, or of any part of the work, for which a separate date of completion is stipulated in the contract, to the Site Engineer/ UIIC, and the Site Engineer/ UIIC, within 1 weeks of receipt of such notice, shall inspect the work and also arrange for carrying out of such tests as may be prescribed under the contract or ordered by the Site Engineer/ UIIC. If the Site Engineer/ UIIC notices any incomplete item of work or any defect, which is to be rectified by the Contractor, or if any part or whole of the work fails to pass the specified tests, the Site Engineer/ UIIC shall furnish to the Contractor, the list of all such incomplete items of work, deficiencies, defects, failure to pass tests, etc., and may refuse to issue a Certificate of Completion to the Contractor.

If in the opinion of the Site Engineer/ UIIC the work has been satisfactorily completed and has satisfactorily passed final test or tests that may be prescribed, the Site Engineer/ UIIC shall issue a certificate of completion showing the date of completion in respect of the work. The defect liability period, if any, shall commence from the date of completion indicated in such certificate. Provided that the Site Engineer/ UIIC may issue such a certificate with respect to any part of the works, before the completion of the whole of the works, which has been so completed and/or used by the Site Engineer/ UIIC. When any such certificate is given in respect of a part of the work, such part shall be considered as completed and the defect liability period of such part shall commence from the date of completion indicated in such certificate.

**Completion certificate not to absolve the Contractor from his Responsibilities:**

The Certificate of Completion of Works referred to in sub-clause 5.36.1 shall not absolve the Contractor from his liability to make good defects, imperfections and shrinkages or faults, which may appear during the defect liability period specified in the contract, arising in the opinion of the Site

Engineer/ UIIC from materials or workmanship being not in accordance with the Contract. These shall be rectified and made good by the Contractor at his own cost. In case of the default on the part of the Contractor, to so make good the defects or deficiencies, the Site Engineer/ UIIC may employ labour, plant and machinery and materials or appoint another agency or Contractor, to make good such defects, imperfections, shrinkages and faults, and all expenses consequent and incidental thereto, shall be recovered from any money due to the Contractor under the contract including the EMD amount or retention money or from any money payable to the Contractor by the Employer, under any other contract.

#### **CLEARING SITE ON COMPLETION**

Within Three Days, 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 and Architects.

#### **DEFECT LIABILITY PERIOD AFTER COMPLETION**

The defects liability period (D.L.P.) shall commence from the certified date of Completion certificate issued jointly by the UIIC & Architects. The contractor shall make good at his own cost and to the satisfaction of the employer all defects, shrinkage or other faults which may appear within 24 Months after completion of the work. In case the contractor fails to do so, within reasonable time as decided by the employer, he 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, losses 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. 5.12 together with any expenses the Employer may have incurred in connection therewith.

#### **FORCE MAJEURE**

(i) If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the UIIC or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 14 days of the occurrence thereof.

- (a) Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- (b) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- (c) If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 60 days, the contract may be fore-closed with mutual consent by giving a notice of 15 days without any repercussions on either side.
- (d) In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Site Engineer/ UIIC shall be final and binding.
- (e) Works that have already been measured shall be paid for by the Engineer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Site Engineer/ UIIC.
- (f) If the contract is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Site Engineer/ UIIC shall have the option

to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.

- (g) If no notice is issued by either party regarding the event within 14 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

**CONCEALED WORK**

The contractor shall give due notice to the Employer and 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 option of the Employer/Architect be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer shall be accepted as correct and binding on the contractor.

**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.

**SUSPENSIONS**

If the contractor, except on account of any legal restraint upon the Employer preventing the continuance of the work, abandons, suspends work or in the opinion of the Employer, the contractor neglects or fails to proceed with due diligence in the performance of his part of the contract, the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notices 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 shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in clauses 5.41 (Termination of contract by Employer).

**TERMINATION OF CONTRACT BY EMPLOYER**

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 numbers or amount of his creditors or shall enters into a Deed or arrangement with his creditors or if the official assignee in insolvency of the receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's appointed by court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security there for, 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 the creditors of the contractor, or shall assign charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercised such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, architect / the may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf



of the contractor (without thereby creating any trust in favour of the contractor). Further, the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works and the contractor shall not in any way interrupt or do any act, matter of 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 architect/ employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of fourteen days after receipt by him. The employer may sell the same by Public Auction and shall give credit to the contractor for the amount so released. 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.

#### **ARBITRATION**

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination for closure or Breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to the final and binding) shall be first resolved by the architects.

The work under the contract shall however continue during the disputes, differences and reasonable payments shall be released to the contractor as recommended by the architect.

Subject to the above, other provisions of the Arbitration Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being enforce, shall apply to the Arbitration proceeding under this clause.

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

#### **EXCEPTED MATTERS FROM ARBITRATION**

If the dispute of difference pertains to the under-noted matters (called excepted matters) the decision and in writing of the architect/ Employer shall be final, conclusive and binding on the parties.

- a) Instructions.
- b) Transactions with local authorities.
- c) Proof of quality of materials.
- d) Assigning or under letting of the contract.
- e) Certificate as to the causes of delay on the part of the contractor and justifying extension of time.
- f) Rectifying of defects pointed out during the defects liability period.
- g) Notice to the contractor to the effect that he is not proceeding with due diligence.
- h) Certificate that the contractor has abandoned the contract.
- i) Notice of the determination of the contract by the employer.

#### **SPECIALISTS WORKS- DELETED**

#### **CONTRACT DRAWINGS GENERAL**

Two copies of each of the drawings and one copy of each of the condition of contract specification tender preamble and bill of quantities will be provided for the use of the contractor who must satisfy himself as to the accuracy of the said copies in every detail, and make all other copies necessary for the conduct of the work.

Any comments on drawings to be given by the contractor within 7 days from receiving of drawings. One copy of each drawing or sketch furnished to the contractor shall be kept in an office at the works

and the Engineer or any person authorized by the Employer shall have free access to the drawings and sketches whenever they desire.

#### **RIGHTS OF TECHNICAL SCRUTINY BY CHIEF TECHNICAL EXAMINER**

The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the contractor at his own cost and any deduction suggested by the CTE will be effected.

The Employer shall have a right to cause a technical examination and audit of works and the final bills of the contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been over paid in respect of any work done by the contractor under the contract the contractor shall be liable to return the amount of over payment and it shall be lawful for the employer to recover the same from him from any sum or sums due to him and in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the employer.

#### **WATCHING AND LIGHTING**

The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Architects and Employer for the protection of the works or for the safety and convenience of those employed on the works or the public.

#### **CONTROL RECORDS**

The necessary records books at the site of work shall be maintained by the contractor.

#### **SECURITY ARRANGEMENT**

- (a) Proper arrangements shall be made to keep all records under lock and key.
- (b) It shall be ensured that the contractor provides for adequate fences, watch and ward and security of basic materials such as cement and steel etc.
- (c) Movement of material, stores and plant, especially of those in which the has got a financial interest or those which influence progress of work, shall be strictly controlled. Checks shall be exercised at gate (entrance and exit shall be preferably through one gate only).
- (d) When the work is completed and handed over to the user, the responsibility of proper security arrangement shall rest with the users.

#### **WORKING HOURS**

Site officers working hours shall normally be fixed as may be prevailing in the locality. Normally no construction work of important structural nature shall be carried out on Sundays, Holidays and during nights. In exceptional circumstances, however, the work may be carried out with proper approval of the Site Engineer who shall depute supervision staff to be present on the occasion.

#### **LABOUR RECORD**

The contractor shall maintain relevant records and fulfill all conditions and requirements in accordance with the following Act and Rules made hereunder.

- (a) The Payment of Wages Act.
- (b) Employer's Liability Act.
- (c) Workman's Compensation Act.
- (d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- (e) Apprentices Act 1961.
- (f) Minimum wages Act 1948.
- (g) Industrial disputed Act 1947.
- (h) Maternity benefit Act 1961.
- (i) ESI Act.
- (j) Payment of Bonus Act.
- (k) Payment of Gratuity Act.
- (l) Any other Act enactment relating thereto and rules framed thereunder from time to time.

#### **HANDING OVER BUILDING/PROJECT WORK TO THE UIIC**

Handing and taking over report and inventories/statement (in quadruplicate) at the time of handling over shall be prepared. The reports and inventories shall be signed by :

- (a) The contractor (Only the relevant papers).
- (b) The Site Engineer, and
- (c) Competent authority in the.

The following inventories/statements shall be prepared :

- i. Inventory of furniture (Table, Chairs, Almirah etc.).
- ii.. Inventories of builders hardware etc.) locks (Rim mortise and cylindrical) and night latches all with duplicate keys.
- iii. Inventory of fixtures & fittings of installations (INTERIOR light fittings, fans, bells, air-conditioning, lifts pumps and the like ).

#### **DELINQUENCIES OF CONTRACTORS**

Procedures for dealing with Delinquencies/ Defaults/ Misconduct/ Misdemeanors of tenderers/ Contractors.

i) The under noted delinquencies/defaults/misconduct/misdemeanors on the part of tenderer or enlisted contract will attract disciplinary action.

- a) Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- b) Non-submission of the fresh/latest Income tax clearance certificate.
- c) Irregular tendering practice.
- d) Submission of tender containing for too many arithmetical errors and freak rates.
- e) Revoking a tender without any valid reasons.
- f) Tardiness in commencing work.
- g) Poor Organisation at site & lack of his personal supervision.
- h) Ignoring 's notices for replacement/rectification of rejected materials, workmanship etc.
- i) Violating any of the important conditions of contract, i.e. site facilities, insurance, labour laws, ban on subletting etc.
- j) Lack of promptitude and cooperation in measurement of work and settlement of final account.
- k) Non-submission of vouchers and proofs of purchase etc.
- l) Tendency towards putting up false and untenable claims.
- m) Tendency towards suspension of work for frivolous reasons.
- n) Bad treatment of labour.
- o) Bad treatment of subcontractors (piece workers) and un-business like dealings with suppliers of materials.
- p) Lack of cooperation with nominated contractors or 's labour.
- q) Contractor becoming Bankrupt or insolvent.
- r) Contractor's conviction by a court of law.
- s) Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in contractor's work after the expiry of DLP of his contract.

#### **Disciplinary action against (Delinquencies of) contractor.**

ii) Action

The award of the under noted disciplinary action shall be considered.

- a) Placing embargo on issue of tenders of temporary suspension from the 's approved list.
- b) Permanent ban on issue of tenders & removal from the 's approved list.
- c) Circulation of the contractor's name to other Public Under taking or Government Department.

**PART-B**

**BILL OF QUANTITIES**

**FOR**

**INSTALLATION OF AIR-CONDITIONER**  
**(VRV/VRF)WORKS**

**OF**

**“UNITED INDIA INSURANCE CO. LTD.**  
**PROPOSED REGIONAL OFFICE PREMISES”**

**AT 8<sup>TH</sup> FLOOR, NBCC BUILDING,**  
**SAHAKAR MARG, JAIPUR,**  
**RAJASTHAN**

**DEPUTY GENERAL MANAGER**

United India Insurance Co. Ltd.,  
Regional Office, 7<sup>th</sup> & 8<sup>th</sup> Floor,  
NBCC Centre, 17 SAHAKAR Marg,  
Jaipur 302007

**Website :** [www.uiic.in](http://www.uiic.in)

**Mohit Agarwal**

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Jaipur, Rajasthan 302019

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<b>SCHEDULE OF QUANTITIES OF INSTALLATION OF AIR-CONDITIONER (VRV/VRF) WORKFOR UNITED INDIA INSURANCE COMPANY LIMITED, REGIONAL OFFICE , JAIPUR. AT 8<sup>TH</sup> FLOOR, NBCC BUILDING, SAHKAR MARG, JAIPUR</b>						
No.	Particular	Qty	Units	Rates in figures	Rate in words	Amount
	<b>Note: - All works to be executed on the 8th floor of the building. No extra charges for Loading/ Unloading / Lifting/ Transporting the material/ labor or disposal of materials will be given to the contractor.</b>					
<b>I</b>	<b>SUPPLY OF OUTDOOR VRV/VRF UNITS</b>					
1	Supply of variable refrigerant Volume ( VRV) variable refrigerant flow (VRF) system, <b><u>suitable to operate at Maximum temperature</u></b> comprising of the following and complete as per specifications: a) Combination of hermetically sealed Scroll <b><u>Inverter compressor</u></b> suitable for operation on R-410A, complete with high/low pressure cut-outs, oil pressure failure switch, fan motor, safety thermostat, over current relay, fusible plugs, fuses etc. and suitable for operation on 380-440V, 3 phase, 50 Hz A.C. supply. b) Matching air cooled condenser with copper tubes and aluminum fins duly covered by anti-corrosion and hydrophilic resin film. c) Oil separator suitable for the long refrigerant piping. d) Lot - Accumulator, liquid and gas shut-off valves and solenoid valves/modulation valve with fittings to interconnect compressor, condenser and evaporator coils. COOLING ONLY 24 H.P. CAPACITY TOP -DISCHARGE) (12HP + 12HP)	1.	NOS.			
<b>II</b>	<b>SUPPLY OF INDOOR UNITS WITH VARIOUS TYPES</b>					
1	<b>1- WAY CASSETTE TYPE UNIT</b> 1.01TR 1- WAY CASSETTE TYPE UNIT WITH REFNET & WIREL LESS REMOTE	2	NOS.			
2	<b>ROUND CASSETTE TYPE UNIT (4 WAY CASSETTE)</b>					
a)	2.56 TR ROUND CASSETTE TYPE UNIT WITH REFNET & WIREL LESS REMOTE	6	NOS.			
b)	3.18 TR ROUND CASSETTE TYPE UNIT WITH REFNET & WIREL LESS REMOTE	1	NOS.			
3	<b>HI- WALL TYPE UNIT</b> 1.01TR HI- WALL TYPE UNIT WITH REFNET & WIREL LESS REMOTE	2.	NOS.			

<b>III</b>	<b>LOW SIDE AND INSTALLATION OF VRV/VRF UNITS</b>					
1	Installation, testing and commissioning of Variable Refrigerant Flow type multi unit air-conditioning system complete with indoor and outdoor units with individual controller for cooling type operations.					
	Outdoor Units	2.	NOS.			
	Additional Gas Charging R-410	20	Kg			
	LIFTING & SHIFTING OUTDOOR UNIT	2	NOS.			
2	<b><u>Indoor Units</u></b> INSTALLATION of Indoor units equipped with pre-filter, fan section with low noise fan, multispeed motor, coil section with DX coil, outer cabinet, drain pan, insulation, pipe connections, corded remote control etc. of various capacities as per specifications and drawings.					
a	1.01TR 1- WAY CASSETTE TYPE UNIT WITH REFNET & WIRELESS REMOTE	2.	NOS.			
b	2.56 TR ROUND CASSETTE TYPE UNIT WITH REFNET & WIRELESS REMOTE	6	NOS.			
c	1.01TR HI- WALL TYPE UNIT WITH REFNET & WIRELESS REMOTE	2	NOS.			
d	3.18 TR ROUND CASSETTE TYPE UNIT WITH REFNET & WIRELESS REMOTE	1	NOS.			
3	<b><u>Communication Cable</u></b>					
	Supply, installation, testing and commissioning of 2c x 1.0 sqmm control cum transmission wiring/power/control cabling with PVC insulated, PVC sheathed, multicore copper conductor control cable in suitable conduits between indoor and outdoor units and its remote controllers. <b>Make:- Polycab / Finolex / Havells.</b>	255	RFT			
4	<b><u>Refrigerant Piping</u></b> Supply, installation , testing and commissioning of Interconnecting refrigerant copper pipe work suitable for R-410A refrigerant with closed cell elastomeric nitrile rubber tubular insulation between each set of indoor & outdoor units as per specifications, all piping inside the room.All piping shall be properly supported with MS,GI HANGERS .All piping shall be pressure tested for 1.5 times the working pressure. . The refrigerant pipes running in vertical shaft shall be supported on MS angle and wooden saddle at every 1200 mm distance and the pipes which are running horizontally above the false ceiling should be supported on MS angle/slotted angle at every 1200 mm distance. <b>Make:- Armaflex / K flex / Superloan</b>					
a)	Liquid Line including 13 mm closed cell nitrile rubber tubular insulation	150	RFT			
b)	Suction Line including 19 mm closed cell nitrile rubber tubular insulation.	150	RFT			
	<b><u>Drain Piping</u></b>					

TENDER DOCUMENT UIIC RO, JAIPUR

5	Supply, installation , testing and commissioning of drain piping complete with fittings, supports, valve and PVC with 6 mm thick closed nitrile rubber foam insualtion / UPVC drain without insualtion as per specifications & drawings. <b>Make:- Kisan / Supreme / K-Wing</b>					
a	25mm	50	RFT			
b	32 mm		RFT			
6	Nitrogen Pressure Testing ( old copper piping)		Lots			
	MS STAND	2	NOS.			
<b>GRAND TOTAL OF AIR CONDITIONING WORKS</b>		<b>IN WORDS</b> <b>(Rupees)</b>				
		<b>IN FIGURE</b> <b>(Rs.)</b>				

**NOTES:-**

1. THE CONTRACTOR SHOULD OBTAIN PRIOR APPROVAL FROM UIIC / ARCHITECT BEFORE PLACING ORDER FOR ANY SPECIFIC MATERIALS.
2. THE MATERIALS OF ANY OTHER BRAND/MANUFACTURER MAY BE PROPOSED FOR USE BY THE AGENCY IN CASE THE BRANDS SPECIFIED ABOVE ARE NOT AVAILABLE IN THE MARKET AND/OR CONTRACTOR/ AGENCY INTENDS TO USE SOME OTHER BRAND EQUALLY OR BETTER STANDARDS THAN THE BRANDS MENTIONED IN THIS LIST. THE ALTERNATE BRAND SHALL BE USED ONLY AFTER THE APPROVAL OF UIIC or ARCHITECT.
3. IF ANY MATERIAL/ITEM MAKE IS NOT LISTED IN THE TENDER/ SPECIFICATION, THE CONTRACTOR MUST USE MATERIAL/ITEM COMPLYING WITH INDIAN STANDARD SPECIFICATION/ INTERNATIONAL STANDARDS/ ANY OTHER STANDARDS/ SPECIFICATIONS APPLICABLE SUBJECT TO APPROVAL FROM ARCHITECT/EMPLOYER.
4. ALL MATERIALS SHOULD CONFIRM TO RELEVANT APPLICABLE STANDARDS & CODES.
5. IN THE ABOVE LIST OF PRODUCTS, THE NAME OF APPROVED MANUFACTURERS AGAINST EACH PRODUCT MENTIONED, WHERE MORE THAN ONE MANUFACTURERS IS THERE, THE NAMES ARE GIVEN IN THE ORDER OF PREFERENCE, AFTER ASCERTAINING THE AVAILABILITY, DELIVERY SCHEDULE, ETC. OF THE SAME UNLESS THE CONTRACTOR TO THE CONTRARY IN HIS TENDER, IT SHALL BE PRESUMED THAT THE RATES QUOTED ARE FOR THE MATERIAL OF FIRST PREFERENCE.
6. ALL THE RATES QUOTED BY THE CONTRACTOR ARE EXCLUSIVE OF GST.