



दि ओरिएण्टल इन्शोरेंस कम्पनी लिमिटेड
The Oriental Insurance Company Limited

TECHNICAL BID
INTERIOR WORK

DATE OF ISSUE: - 15/ 01 / 2017
TENDER SUBMISSION ON: - 30/ 01/ 2017 AT 03.00 PM
TENDER OPENING: - 01/ 02/ 2017 AT 3.00 PM
JOB PERIOD – (4 WEEKS)

Divisonal Office, Delhi Road, Near Corporation Bank, Saharanpur,

OWNER
Chief Regional Manager
The Oriental Insurance Insurance Co. Ltd.,
Regional Office, D.Dun (U/K)

Project Architect
Ar. Gaurav Varma
B.ARCH, MCA, AIIA, AIID.FIV
ARCHITECTS/INTERIOR DESIGNERS/GOVT.REG.VALUERS
4/9, KALIDASS ROAD, DEHRADUN

INDEX

SR.NO	PARTICULARS	PAGE Nos.
I	Commercial Bid	
01	Notice Inviting Tenders	
02	Appendix to form of tender	
02	Letter of offer	
03	Special Instructions	
04	Instruction to tenderers	
05	General Conditions of Contract (GCC)	
06	Special Conditions of Contract (SCC)	
07	Article of Agreement (Annexure-I)	
08	Bank Guarantee for Initial Security Deposit (Annexure-II)	
II	Technical Bid	
09	Indemnity Bond (Annexure-III)	
10	Indenture for Secured advance (Annexure-IV)	
11	General Specification for works	
12	Technical Specifications	
13	List of approved manufactures/ sub-contractors	

NOTICE INVITING TENDER

M/s _____

E-mail id:

Contact nos.:

Dear Sirs,

TENDER FOR

Sealed tenders are invited in two bid system i.e. Technical bid (Cover1) and Price bid (Cover2) are invited from reputed contractors who are eligible to tender as per pre-qualified criteria mentioned in the tender document

1. Contract documents consist of Pro-forma for pre-qualification, detailed plans, technical specification, schedule of quantities of the various classes of work to be done, and the set of 'conditions of contract' to be compiled with by the person whose tender may be accepted. The document can be downloaded from our web site www.orientalinsurance.org.in at free of cost.
2. Tenders which should always be placed in two envelopes, with the name of the project written on the envelopes will be received till **30.01.2017 .up to 3 PM** in the office of **Chief Regional Manager, Regional Office, 24-A, 3rd Floor , NCR Plaza, Hathibarkala, New Cantt Road, Dehradun** Envelope-1 should contain Earnest Money Deposit, Pre-qualification forms, conditions of contract and technical specifications. Envelope-2 should contain Price bid. The envelope-1 will be opened on **01/02.2017 at 3 PM**. The committee constituted for the purpose shall scrutinize the documents furnished in envelope-1, and pre-qualify suitable contractors. The price bid of the pre-qualified contractors shall alone be opened and the date and time shall be intimated separately. The decision of the committee regarding pre-qualification of contractors shall be final.
3. The contractors should quote in figures as well as in the words the rates, and amount tenders by them. The amount for each item should be worked out and the requisite totals given. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates, figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall be taken as correct. If the contractor does not work out the amount of an item or it does not correspondent with the rate written either in figure or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rates quoted by the contractor will be taken as correct and not the amount.
4. The tender document must be filled in English and all the entries must be made by the hand and Written in ink. If any of the documents are missing or un-signed, the tender shall be considered invalid.
5. **Earnest money amounting to Rs 50000/-** is to be deposited with the tender in the form of Demand Draft / Banker's Cheque payable at Dehradun and drawn in **favor of The Oriental Insurance Comapny Ltd.,** otherwise the tender is liable for rejection.

6. The successful tenderer will have to pay an amount of initial security deposit/Performance security, which shall be 2% of the accepted value of the tender including the EMD, by means of **D.D. in favor of The Oriental Insurance Co Ltd., Dehradun**. The initial security deposit is to be paid by the Contractor to Company within 10 days of intimation to him of the acceptance of the tender. The initial security deposit will be invested with the bank for the duration of the contract period and will be returned to the contractor without any interest, after virtual completion of work. No interest is allowed on the above said security deposit.
7. The acceptance of a tender will rest with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
8. All compensation or other sums of money payable by the Contractor to Clients under the terms of this contract may be deducted from the security deposit, or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall within 7 days of being asked to do make good in cash or by cheque any sum which have been deducted from his security deposit.
9. Tender containing any condition leading to unknown / indefinite liability, are liable to be summarily rejected.
10. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. The tenderer should quote their (own) rates for undertaking the work.
12. All taxes including Sales Tax, Vat, Octroi or any other statutory obligation / tax on material or on finished works like work's contract tax, turn over tax etc. in respect of this contract, as applicable, shall be payable by contractor including transportation and TA / DA of the workers at site and the Bank will not entertain any claim whatsoever in this respect
13. Income Tax will be recovered @ 2 % plus surcharge or as applicable as per Government Rules
14. Works Contract Tax will be recovered@ 4.0% plus surcharge or as applicable as per Government Rules
15. Time is the essence of the contract. The work should be completed in FOUR WEEKS from the date of the work order issued to the contractor to commence the work. The successful Contractor will have to give CPM/PERT chart of various activities of works to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 7 days from the date of acceptance of the tender.
16. Tenders for works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender which are not acceptable to the Company, then the Company without prejudice to any other right or remedy is at liberty to forfeit the earnest money.

17. 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 bank.
18. The tenderer, apart from being a competent contractor must co-ordinate himself with the agencies of appropriate class who are eligible to tender for (I) Electrical (II) Air – Conditioning etc.
19. The tenderer should visit the site to ascertain the working conditions and local authority regulations / restrictions if any and other information required for the proper execution of the work.
20. The work may be carried out on any floor level as per site condition. Please note that materials and machines are required to be carried on head load and the same must be accounted in the costing. Please note that no separate cost shall be allowed for head load.
21. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. Bank reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment / before. Contractor will be paid for the actual work done at the site duly verified by the concerned official of the OI.
22. The unit price shall be deemed to be fixed price. In case of extra items, a record of labour charges paid shall be maintained and shall be presented regularly to the Employer's for checking. The settlement will be made based on figures arrived at jointly and taking unit price given in the contract assigned to the successful Tenderer. In case of extra items where similar or comparable items are quoted in the tender, extra rates shall be based on tender rates.
23. If the rate quoted by the contractor for any item / items are not workable or abnormally lower than the market rate, the OI may demand Bank guarantee from the contractor for satisfactory completion of these work. The bank guarantee amount will be not less than 50% of the estimated amount of the items for which the rates are not workable or abnormally low. This bank guarantee will be released after completion of these works (unworkable and abnormally low rated items) to the satisfaction of the bank.
24. The contractor shall submit the gant chart/ bar chart/ pmpas well as shall submit the insurance cover for the work in the form of CAR policy within seven (7) days from the acceptance of work order.
25. The work has to be started within 7 (Seven) Days from the date of receipt of work order/ mark out at site; whichever is later. In case of work not being started within this stipulated period, the bank reserves the right to cancel the work order duly forfeiting the Earnest money deposit
26. No employee of the Company is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.

27. Contractor should get approval of the samples of materials in advance with Bank's Engineer before use of the same in the work
28. Company has the right to offer the contractor to modify the old material wherever/ whenever necessary instead of new supplies
29. The quoted rate should be inclusive of materials, labour, fixtures, transportation, installation, all taxes, wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work
30. Dully filled-in **Tender Document** (Technical Bid and Price Bid) shall bear the signature and seal of contractor on all pages (otherwise the tender shall be summarily rejected) and such tender document shall be submitted in two separate sealed cover addressed to :
The Chief Regional Manager
The Oriental Insurance Company Limited
Regional Office,
24-A, 3rd Floor, NCR Plaza, Hathibarkala, New Cantt. Road,
Dehradun-248001
on or before the Date & Time stipulated above.
31. The Envelope-1 should contain Earnest Money Deposit (otherwise the tender shall be summarily rejected) in form of DD Drawn in favor of
"The Oriental Insurance Company Limited."
payable at Dehradun, Pre-qualification forms, conditions of contract and technical specification and the Envelope-2 should contain price bid only.

The name of work as "Interior Work For DO Saharanpur For Oriental Insurance Saharanpur , Dist. Saharanpur , Under Regional Office, Dehradun (U/K) Uttarakhand" should be clearly super scribed on respective sealed cover of technical bid and price bid. No paper/ sheet/ drawing should be altered in or detached from the tender documents downloaded/ issued to the contractor (otherwise the tender shall be summarily rejected).

32. The tenders shall summarily rejected, if any one of the above said requirements has not been complied with.
33. The Company will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever
34. The contractor should fulfill the labour regulation guidelines stipulated by the governments
35. No advance payment will be granted for the works proposed
36. Period of taking up the final bill will be one month from/ after satisfactory virtual completion or the date of submission of the final bill whichever is later.
37. The Initial Security Deposit shall be released after satisfactory virtual completion and certification of final bill. The F.S.D./ Retention money shall be released after defect liability period (12 months) provided all defects are attended satisfactorily in accordance with by the contractor.

CHIEF REGIONAL MANAGER

READ, UNDERSTOD AND ACCEPTED

SIGNATURE OF THE CONTRACTOR WITH SEAL
DATE:

CRITERIA FOR PRE-QUALIFICATION

The eligibility criteria for pre-qualification of contractors are as under:-

Experience of having successfully completed similar works during the last 7 years, should be either of the following

- i. three similar completed work costing not less than 25.0 Lakhs

IMPORTANT NOTE

1) The contractor shall submit authentic documentary proof in support of financial turnover of them/ their firm. The contractor shall submit dully certified copies of (1) Income Tax return filed (2) Annual Balance Sheet Report and (3) Annual Profit & Loss Account; all of them for last three (3) preceding years. The contractor shall be summarily disqualified in case of non-submission of any one of above.

2) Similar works is defined as the Interior and Civil works involving providing and

fixing of counters, work stations, partitions, false ceilings, painting/polishing, Brick wall, Flooring, allied works etc. Similar works should have been carried out for Central/ State Government Departments/ Public Sector Undertakings etc.

3) The contractor shall submit authentic documentary proof in support of satisfactory completion of similar works during the last 7 years. The contractor shall be summarily disqualified in case of non-submission of the bonafied experience certificates.

4) The contractor shall submit original Work completion/ experience certificate issued by competent authority. Award letters/ bills will not be accepted. Only those works shall be considered for evaluation for which original certificates issued by the client or it's copy dully certified by a Gazzated Officer is attached.

4) The Contractor should be having adequate manpower, equipment etc.

5) The contractor having any added certificate from any competent authority for the products quoted will have added advantage.

PRE-QUALIFICATION -- PROFORMA-I

PARTICULARS OF THE CONTRACTORS TO BE FURNISHED FOR THE PURPOSE OF
PRE-QUALIFICATION

1.	Name of Tenderer	
2.	Address	
3.	Year of establishment	
4.	Status of the Tenderer (Limited Company/ Proprietary Firm/ Individual)	
5.	Name of Directors / Partners / Proprietor	i) ii) iii)
6.	Whether Tenderer is registered with the	

	registrar of companies / registrar of firms. If so, mention number and date.	
7.	Whether any Solvency Certificate is issued to you by your bankers. If yes, please enclose.	
8.	Whether you are registered for sales tax purposes. If so, mention number and date. Furnish also copies of sales tax clearance certificate.	
9.	Whether you are an assessee of income tax. If so, mention permanent account number (PAN). Furnish copies of income tax clearance certificate.	
10.	Specify the maximum value of single work executed in a year in the country.	
11	Have you ever not completed any work awarded to you? If so, give name of project and reasons for not completing work.	
12	In any of projects, does anytype of penalty was imposed on you for delay or for any other reason? If yes, please give details.	
13.	Status and details of disputes / litigations / arbitration, if any, you had in any of your projects.	i) ii)

14. FINANCIAL DETAILS

ANNUAL TURNOVERS FOR THE LAST THREE YEARS

Furnish certified copies of audited balance sheet and profit & loss account (audited) for the last three preceding years.

S.No.	Year	Turnover from Interior and Civil Work	Turnover from all other sources (in lakhs)	Remarks
1	2016-17			
2	2015-16			
3	2014-15			

4.1 List your sources of finance

- Own resources
- Bank credit

- Other sources specifies if any?

4.2 Name and address of Bank/Offices from whom reference can be obtained

Name :

Address :

Ph.

Note :

1. Please attach certified copies of the latest ITCC, Balance Sheet and Profit & Loss account statement to support the information furnished, failing which your firms will be summarily disqualified.

2. Where copies are required to be furnished , copies are to be certified preferably by the concerned agencies or a Gazzated Officer.

3 In case of joint venture, the information is to be furnished by both the partners.

4. Please attach certified Certificate of financial Soundness by Bank.

5. Additional sheets may be used for providing information and the same shall be signed and stamped by the Tenderer.

SIGNATURE OF THE CONTRACTOR WITH SEAL

DAT

PRE-QUALIFICATION -- PROFORMA-II

EXPERIENCE PROFILE

DETAILS OF SIMILAR WORKS AND ALL WORKS COMPLETED IN LAST SEVEN YEARS

S. No.	Description of the Work	Name and address of the Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Actual date of completion	Value of completed work (in Lakhs)	Reasons for delay	Penalty if any
1.									
2.									
3.									

Contractor must enclose the work completion letter or certificate issued by authorized and competent officer as proof of having completed the work failing which the tender will be summarily rejected. Any other letter such as work order copies, running bill advises, architects letters etc shall not be accepted as proof of having completed the works.

NOTE:

1. Tenderer must attach copies of Completion Certificates issued by the Client. Work Order will not be considered.
2. Only those works shall be considered for evaluation for which original certificates issued by the client or it's copy dully certified by a Gazzated Officer is attached.
3. Additional sheets may be used for providing information and the same shall be signed and stamped by the Tenderer.

SIGNATURE OF THE CONTRACTOR WITH SEAL**DATE:****RESOURCES OF PERSONNEL**

DETAILS OF SKILLED AND TRANINED MANPOWER INCLUDING ENGINEERS/
SUPERVISORS/ TECHNICAL STAFF (IF ANY) PRESENTLY EMPLOYED

S.No.	Name	Qualification	Designation	Total Experience (in years)	Remarks
1					
2					
3					
4					
5					
6					

7					
8					
9					

Note:

In case of Joint venture, the information is to be furnished by both the partners.

SIGNATURE OF THE CONTRACTOR WITH SEAL

DATE:

DETAILS OF ENGINEERS AND TECHNICAL STAFF PROPOSED TO BE DEPLOYED ON THE PROJECT ALONGWITH BIO-DATA OF KEY PERSONNEL

S.No.	Name	Qualification	Designation	Total Experience (in years)	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					

10					
----	--	--	--	--	--

Note :

Tenderers are also required to attach the complete organization chart of the Engineering and Technical Staff proposed to be deployed on the project.

SIGNATURE OF THE CONTRACTOR WITH SEAL

DATE:

NOTICE

1. Sealed tenders are hereby invited on behalf of Oriental Insurance **Interior Work For Saharanpur Branch For Oriental Insurance Saharanpur Tq. Dist. Saharanpur Zone Dehradun (U/K)**
2. The work is to be completed in total period of 30 days.

Each tender set comprises of the following sectors: -

- a) Technical Bid. – (Part-I)
 - b) Technical Bid & Set of Drawings-(Part-II)
 - c) Price Bid.-(Part III)
4. A Pre-bid meeting of all contractors will be held on **24/01/2017** at 03.00 pm. Written note on doubts, if any, may be sent in advance to architects office on or before **22/01/2017**. The contractors are further advised to submit the unconditional tenders. Conditional tenders are liable for rejection.

The tender document shall be submitted to **Chief Regional Manager, Regional Office, The Oriental Insurance Co Ltd, 24-A, 3rd Floor, NCR Plaza, Hathibarkala, New Cantt Road, Dehradun (U/K)**

- a) On or before **the last date of submission 30/01/2017 before 3.00 PM & shall be opened on 01/02/2017 at 3.00 pm.**
7. Tenderers are advised to pay **Earnest Money Deposit (EMD) of Rs. 50,000.00 (Rs. Fifty Thousand Only)** by Crossed Demand Draft having remaining validity period of 120 days from the date of submission of tender document, drawn in favour of "The Oriental Insurance Company Ltd." from a Nationalized / scheduled bank branch payable at Saharnpur along with the tender. Cheque in lieu of D.D. will not be accepted. EMD will not bear any interest.

EMD will be forfeited in the event of any evasion, refusal or delay on the part of tenderer to sign and execute the contract on acceptance of his tender. EMD's of unsuccessful tenderer will be refunded after 120 days from the date of opening Commercial bid without any interest. EMD of the successful tenderer will be adjusted against Initial Security Deposit if the tenderer requests to do so.

8. The offers submitted shall be valid for a period of 120 days from last date of submission of tender.

9. The tenders shall be submitted in two separate envelopes each sealed and clearly identified as to envelope no. and contents as indicated below. These two envelopes shall be contained and sealed in a large envelope. This envelope shall be submitted as per instructions with the name of work i.e. **Interior Work For Divisonal Office, Saharanpur For Oriental Insurance Dist. Saharanpur, Under RO Dehradun (UK)**

**Chief Regional Manager,
The Oriental Insurance Company Limited
Regional Office ,
24- A , NCR Plaza, 3rd Floor,
Hathi Barkala, New Cantt Road,
Dehradun (UK)**

10. Full name & postal address of tenderer shall be written on the bottom left hand corner of the envelope.

11. The tender submitted shall contain details/documents as listed below. Tenders without accompanying all details/documents listed below will be rejected.

Envelope No. 1

a. Complete set of tender document part I & I issued, duly filled & signed by the tenderer on all pages.

b. Crossed Demand Draft for **Rs. 50,000/-** (Fifty Thousand Only) drawn in favour of The Oriental Insurance Company Ltd. on a nationalized or scheduled bank payable at Dehradun, towards Earnest money deposit

c. Addendum / corrigendum issued, if any, by the Bank, duly signed

d. Submittals as indicated in the tender documents Part I.

Envelope No. 2

12. Envelope no. 2 shall contain only Price Bid (Part III) in original, duly fitted in and signed on each page by the tenderer. No commercial or technical condition or qualification of any sort shall be indicated by the tenderer in the envelope no. 2, otherwise the tender shall be rejected. This envelope shall be super scribed Envelope no. 2 Bill of Quantities for **Interior Work For Divisonal Office Saharanpur For Thr Oriental Insurance Co Ltd., Saharanpur Dist. Saharanpur , Under RO Dehradun (U/K)**

13. Acceptance of tender will rest with the employer who reserves right to accept or reject any or all tenders, in part or full, without assigning any reason thereof & do not find the them selves to accept the lowest or any tender. Any tender who does not fulfill any of the prescribed conditions would be liable to be rejected.

14. Tenders received late on account of any reason whatsoever or by courier / post will not be entertained.

15. The Client reserves the right to negotiate or partly accept any or all the tenders received without assigning any reasons thereof. Tenders who do not fulfill all or any of the above conditions & conditions mentioned in the tender document or are incomplete in any respect are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender document for any double as to their meaning should be reported in writing to the office of the consultants, **Ar. Gaurav Varma Dehradun**, who will review the questions & where information sought is not clearly indicated or specified, the consultants will issue a clarifications to all the tenders, which will become part of the contract document. If no Certificates are obtained and any ambiguity arises at later stage, the decision of Company shall be final.
16. The Client also reserves the right to divide and distribute the work, section wise & item wise. This may please be noted by the Tenderer. In such case the decision will be solely at the discretion of client in consultation with **Ar. Gaurav Varma** including that of assignment of works.
17. You are advised to ensure strict observation of commercial bid of this Tender & also of the following points,
- a) Time of completion **30 days** from the date of issue of letter of intent.
 - b) Submission of a detailed Bar Chart indicating your scheduled program for all the major activities. This Bar Chart will be referred for during the program of the work to establish periodical landmarks of achievement of work revised Base Chart, based on revised scope of work to be submitted by contractor.
 - c) The onus of co-ordination with other Contractors for any disciplines in services or civil works will lie on the tenderer.
 - d) All documents that comprise the tender document should be signed & sealed by the tenderer.
 - e) No part of the bill of quantities or drawing should be deleted
 - f) Liquidated damages 0.5% of the estimated cost put to Tender per week or part there of subject to maximum of 5% of the Tendered amount.
 - g) Defects liability period - 12 months from the date of Virtual Completion certified by Company / Architect. Virtual completion certificate shall be issued after application for the same is given to Bank by the Contractor.
The Successful Tenderer will enter into Agreement with client as per the standard format within 14 days on receipt of letter acceptance of Tender from Bank.

18) Retention Money:

18.10 – The Total retention (see clauses)

a) Total retention amount – 10%

b) 5% (less EMD) to be given along with acceptance letter.

c) Below 5% to be deducted from R.A. bills at the rate of 10% till total 10% of tender amount is deducted.

18.30- 50% of the retention amount shall be refunded to the contractor on completion subject to following:

- 18.1 Issue of Virtual completion certificate by the Project Architects.
- 18.2 Contractor removes of his materials, equipment, labour force, temporary sheds/stores etc. from site.
- 19) All the rates quoted shall include all materials, costs, allowances, taxes, excise duties including works contract tax, VAT & Service Tax as applicable or any other charges. No escalation in price will be payable for whatsoever reasons. Contractor shall furnish an identity bond to the Employee, as per Performa 'PF - 3 attached with the tender indemnifying. The latter against all claims by Government and other statutory authorities in this regard.
- 20) This tender notice shall form a part of the contract.

Your's Faithfully,

Date:

**Ar. Gaurav Varma
Architects**

APPENDIX TO FORM OF TENDER

Item	Description
Contact Value	Total value of the Tender as accepted by the Employer.
Date of Commencement	(Three) days from the date of issue of acceptance letter or (the date of issue of work order whichever is applicable
Time of Completion	45 days from the date of commencement.
Liquidated Damages for Delay	0.5% of Contract Value per week subject to a maximum limit of 5% of the contract value.
Defects liability Period	365 Days from the date of Completion as certified by the Engineer.
Earnest Money Deposit	Rs. 50,000/- by Demand draft
Mobilisation Advance	Not Applicable,
Payment of Interim Bills	On account of adhoc payment i.e. 75% of bill value within 15 working days from date of submission of bill by the Contractor to the Architect / Consultant with all supporting documents. Balance 25% within 15 working days from date of submission of bill by the contractor to the Architect with all supporting documents and after certification of bill by the Architect.
Initial Security Deposit	5.0% of Contract value less EMD by D.D or in the form of Bank Guarantee / DD.
Payment of Final Bill	Within 60 days from the date of certification of bill by (he Consultant.
Retention Money / Security Deposit from Interim Bills	10% of interim bill subject to a maximum of 10% of contract value including initial security deposit.
Release of RMD / Security Deposit	50% upon issue of Certificate of Completion and balance 50% after completion of defects liability period and issue of no dues certificate (final completion certificate). EMD will be refunded after application by contractor to the Bank. EMD amount will not be issued by post/courier.
Arbitration	As per Arbitration and Conciliation Act, 1996.

LETTER OF OFFER**Date: --/12/2016**

To,
The Chief Regional Manager,
Oriental Insurance Regional Office ,
24 A – NCR Plaza, 3rd Floor, Hathi Barkala,
New Cantt Road, Dehradun (U/K)

Dear Sir,

Sub.:- Interior Work For Divisonal Office , Saharanpur For Oriental Insurance,Dist. Saharanpur Dehradun Region (U/K).

- 1) Having obtained, scrutinized / examined and understood the site, drawings, contract documents, specifications, Schedule of Quantities, relating to the tender for proposed interior work prepared invited by your Consultants, **Ar. Gaurav Varma**
- 2) We the undersigned, hereby offer to execute, complete and maintain the proposed work in strict confirming with the said conditions of the contract documents for the items described in the tender at the item rates quoted by us in the lender within the stipulated time i.e. within 45 days from the date of issue of letter of intent / work order.
- 3) We enclose herewith interest free Earnest **Money amounting to Rs. 50,000/- by DD** and this sum shall be forfeited in the event of failing to execute the contract when called upon to do so by accepting our tender.
- 4) In the event of this tender being accepted value of tender including Earnest Money will be converted into part of Security Deposit.
- 5) The Amount of Initial Security Deposit shall be 5.0% of the accepted value of Tender including Earnest Money Deposit
- 6) The 10% of gross value of work done will be deducted as Retention Money from each Interior bill. The maximum amount of Retention Money shall be balance of the total Security Deposit of 5% of contract value. This amount will be retained with-Oriental Insurance- upto expiry of Defects Liability Period without any interest. The contractor shall absolve the employer and architects from any loss, damages, action etc. Rate quoted by the tenderer shall be inclusive of all such expense. It is understood by me / us that the lowest as any tender will not necessarily be accepted.

Name of person having power of
Attorney to sign the Contract

Yours faithfully,

Seal Address of Contractor

SPECIAL INSTRUCTIONS**Tenderers may specially note the following.**

1. Rates quoted in the Schedule of quantities by the tenderer shall remain valid throughout the execution and until completion of work within accepted period of completion as well as during authorized extension in period. If SBI deekles to place work order for additional scope of work in the same premises or to amend the original work order for additional scope of work in the same premises, the contractor shall be bound to accept the same, at rates agreed in the original work order; provided such work order or amendment is issued prior to completion of the work contained in the original work order.
2. The item rates agreed at the time of acceptance of tender will remain valid throughout currency of contract and fluctuations in the prices of any materials, equipment, labor, all taxes (Central, State or Local authority), duties etc. will neither be considered at any stage during currency of contract nor be compensated.
3. If the tenderer fails to accept the work order issued at the rates originally quoted by him in bid (and negotiated subsequently, if any) the Earnest Money shall be forfeited.
4. Tenderers shall sign all pages and wherever provided in the tender failing which the tender shall be rejected. The tenders shall be submitted in two-envelope system, in sealed cover. Tenders which do not contain DD for EMD & that do not fulfill any of the conditions mentioned herein will be rejected.
5. Adequate number of fire extinguishers, first aid boxes, shall be provided on the site by (he contractor.
6. Watch and ward in respect of all plants, machinery, materials, etc. at site for use in work shall be provided by contractor at his sole responsibility and cost.
7. The contractor shall make his own arrangement to house his labour and staff for their services.
8. If for the same item appearing in different sections, quoted rates differ then the lowest quoted rate in such case will be treated as valid and will be applicable.

INSTRUCTIONS TO TENDERERS**Instructions for Riling / Submitting Tenders:**

1. The tender shall be submitted only in the prescribed tender documents supplied by the consultants. Particulars of DD for the Earnest Money deposited shall be furnished at the bottom of the tender form.
2. The tenderer should study all the tender documents carefully and understand the same including all instructions, conditions, drawings, and specifications etc., before quoting the rates. If there are any doubts, they should get clarification in writing but this should not be a justification for submission of late tender or extension of opening date. Tender should be submitted strictly in accordance with Consultants' Drawings, Specifications and other Tender Documents. The tenders should be submitted in the two envelopes duly sealed by the contractors, as indicated in tender notice. No request for any change in rates or condition shall be entertained after receipt of tenderer.
3. The Tenderer should visit the site and acquaint himself with the site conditions before quoting. He is also expected to know about the availability of water supply, electricity supply, approach road, construction materials as per tender specifications and any other ancillary facilities since these are to be provided/arranged by him (unless otherwise specified) at his cost to execute the works. All the above factors must be taken into account in the rates quoted.
4. The Tenderer should quote his rates for all items in the Tender Schedule. All the rates given in the Tender schedule should be written both in figures and words and where there is a difference between the two, the rates given in words will be taken as authentic. Should there be any discrepancy between unit rate and amount; the unit rate will be considered as the correct.
5. All taxes and duties shall be paid by the contractor including Works contract tax/ Service Tax. Variation in taxes if any shall not be paid / recovered during the period of contract.
6. All Tenders and subsequent communications, if any, should be submitted in two separate envelopes and put in a bigger cover (sealed with lac) boldly superscribed on the outer cover, Tender for, closing date and time and sent by hand delivery so as to reach the concerned authority as laid out in the tender form before the dosing date and time.
7. All entries in tender documents should be in English & in ink or typed. All corrections should be attested under full signature of the contractor. Corrections where necessary should be made by scoring the wrong words/figures by drawing a line across them and attesting these with full signature of the Contractor. These shall not be erased or overwritten.
8. Every page of the Tender Documents shall be signed by the Tenderer at the end of last entry thereon. One complete set of drawings should be signed and returned by the Contractors along with Tender Documents.
9. The quoted rates should be inclusive of all Equipments, Lifts, Materials, Leads, Labour, Octroi Duties, Sales Tax, Work contract, Turnover Tax, Service tax, Excise, Customs duty etc i.e. rate should be inclusive of all Taxes (Central, State and Local authority) . Required in connection with the completion of work to the entire satisfaction of the client and Consultants. All the Materials are to be supplied by the Contractor unless otherwise stated. No claims for upward revision of rates will be allowed on account of any increase in tax, duty etc.
10. The Tenders shall be valid for a period of at least 120 days from the date of submission of the Tender. No upward revision of rates will be accepted after opening of the tender. If the Tenderer fails to accept the work order, if placed at his originally quoted rates, or subsequently negotiated

rates, as the case may be, the Earnest Money shall be forfeited. Once the tender is accepted and the Work Order is placed on the successful tenderer, the rates shall be valid till the entire work is 100% complete.

If employer decides to place work order for additional scope of work in the same premises or to amend the original work order for additional scope of work in the same premises, the contractor shall be bound to accept the same at rates contained in the original work order, provided such work order or amendment is issued prior to completion of the work contained in the original work order.

11. Tenderer shall quote his rates for all items of work described in the Schedule of Quantifies, irrespective of whether they are main items or alternate items. The employer reserves to itself the right to adopt any of the alternative items, either in scrutinizing and deciding upon the tender or later when the works are being executed.

12. **Earnest Money Deposit.**

The Earnest Money deposit of **Rs.50,000/-** must be paid to Oriental Insurance Company Ltd., Dehradun by a crossed demand Draft having remaining validity period of 120 days from date of submission of tender drawn on the Nationalized/scheduled bank on which no interest will be allowed. The Demand Draft drawn in favor of OI must be enclosed with the tender document. (Envelope no. 1)

13. Income Tax Clearance Certificate and copy of Partnership Deed / MAAA

A current Income Tax Clearance Certificate and a certified copy of Partnership Deed / Articles of Memorandum of Association should be sent along with the Tender. Power of Attorney of authorized signatories is also required to be submitted with tender (Envelope no. 1)

14. Initial Security Deposit

On intimation of acceptance of tender successful tenderer is required to deposit 5.0% of the contract amount as Initial Security Deposit (SD) within seven days from acceptance of tender. This ISO can be furnished in the form of bank guarantee issued by a nationalized bank on the proforma approved by the employer, ISD will form part of performance guarantee / total security deposit & it shall be without interest ISD will be refunded after completion of the work by the tenderer, (As per proforma-Annexure II)

15. Acceptance of tender by the client

Incomplete tenders, conditional tenders, tenders received through courier / post or late or tenders not conforming to the Terms and Conditions prescribed in the Tender Documents or not accompanied by the requisite earnest money will be rejected. Requests for adjustment of pending bills or any other amount towards Earnest Money Deposit will not be entertained. The employer is not bound to accept the lowest tender and reserves the right to reject any or all tenders without assigning any reason whatsoever and / or to carry out negotiations with the tenderers in the manner considered suitable by the employer. The employer reserves the right of accepting whole or part of tender and contractor in band to perform the same at rates quoted.

16. Tenderers may have to attend the concerned office of the employer for negotiations / clarifications required by them in respect of their quotations without any commitment on the part of the employer.

17. In case of negotiations, the Tenderer should send file confirmation of such negotiations in writing so as to reach the client within 48 hours from the date of negotiations, failing which the employer reserves the right to ignore the tender.

18. **Acceptance of Letter of Intent (LOI) by Tenderer.**

After communicating the employer's acceptance of the Contractor's tender, if the Contractor fails

to return the duplicate copy of Letter of intent duly signed in token of their acceptance within 7 days from the date of issue of LOI, the Earnest Money Deposit will be forfeited assuming no interest in the work shown by the contractor from the date of issue of LOI.

19. Execution of Agreement.

On acceptance of the tender the successful Tenderer will have to immediately execute an agreement with the client on stamp paper of adequate value, covering all aspects of the Contract in the standard form enclosed annexure-I. The intending Tenderers should acquaint themselves with the provisions of enclosed Standard Agreement before quoting.

20. When the Party signing the Tender is not the sole Proprietor, the necessary power of attorney authorizing the Person (s) to act on behalf of the Proprietor or the Organization / Company should be produced before signing the Agreement.

21. Execution of Work

The Contractor shall submit before starting work on receipt of LOI, methodology and a detailed program of work adhering to the completion time indicated in tender / LOI. The program thus submitted shall form part of the Contract and shall be binding on the Contractor. However, the client reserves the right to alter the program, if necessary, from time to time. No claim whatsoever of the Contractor on this account shall be entertained by the client. Contractor shall also submit CPM /PERT chart of complete program of execution.

22. All the materials required for execution of work must be got approved from the Consultants/the bank before they are brought to site and before actually put on use. All facilities for prior inspection of materials and subsequent inspection of work by representatives of the Consultants / employer must be made available, at Contractor's cost. Any material brought without such prior written approval shall be entirely at the risk and cost of the Contractor. It shall be Contractor's responsibility for procurement of all materials / equipment etc. No delay due to non-availability of any materials / equipment will be entertained.

23. The responsibility of safety and security of materials and equipments brought or installed by the Contractor (till they are handed over to the client) will remain with the Contractor and any claim whatsoever nature due to any loss or otherwise will not be entertained. The Contractor will have to handover completed job in its entirety of Work Order.

24. **If the Contractor brings defective/sub-standard materials at site, it shall be the responsibility of the Contractor for the removal and disposal of the same at his cost. The employer shall not entertain any claim from the Contractor on this account, in case the Contractor fails to remove, such materials within 7 days after issue of notice in writing to the Contractor, the employer reserves the right to dispose such materials at the entire risk and cost of the Contractor.**

24.5 Work carried out with defective material shall be rectified by contractor at no extra cost to client.

25. Work order quantities are approximate and payment shall be made only as per actual measurements. The Contractor is not entitled for any sort of compensation towards materials procured/stored in excess of the measured quantity, if any.

26. **As regards excess quantities, an upward variation upto 10% only will be accepted. Any variation in the quantities beyond this limit should be intimated immediately & should be executed only after written permission from the client is obtained and if the same are carried out without such written approval the same will be at the risk and cost of the Contractor. No extra or increased rates will be paid for increase / decrease in the quantities of any item.**

27. As stated in General Condition of the Contract, the Contractor shall carry out works as per directions in the tender / Work Order. The Contractor shall not undertake on his own any change in the specification mentioned in the Tender Documents and Work Orders. In case of doubt the Contractor will refer the matter in writing to the Consultants/the client and the Contractor shall carry out the items of work as per clarifications given in writing. In case of delay in getting such clarifications the Contractor will not be entitled for any claim on account of idling of their labour, machinery etc. In case the Contractor carries out the work as per his own specifications not acceptable to Consultants/the bank in such cases the same will be required to be redone as per specifications given by Consultants/the bank at the Contractor's risk and cost, if the Contractor fails to re-do the work, the bank reserves the right to get it done through any agency at the entire risk and cost of the Contractor.
28. **The employer reserves the right to revise the specifications, drawings, and designs at any stage of work and such deviations shall be admitted at the rates already contained in the Tender or deviated rates or as extra item derived on the basis of rate analysis at prevailing market rates, if the rates are not available in the Tender.**
29. The employer, through the Consultants, reserves the right to increase or decrease the tendered quantity of any or every item and delete any item at any stage of work. Contractor shall execute the increased quantity at the accepted tender rates. The Contractor's claim for compensation or damages on account of these shall not be entertained.
30. The Contractor shall submit progress report of their work weekly to the Consultants/the client.
31. **The Contractor at site will maintain Instruction Books serially numbered having one original and two copies of each page so that representatives of the Consultants/the bank can issue instructions regarding progress and quality of work to the Contractor. The Contractor or Contractor's representative will sign in the Instruction Book in token of receipt and understanding of such instructions. The original copy of the instructions shall be sent to the bank's representative, the second copy to the Consultants and third copy shall be retained by the Contractor and shall be submitted along with the final bill.**
32. Measurements will be recorded by the authorized staff of the Architect / Consultant in measurement books provided by the bank. The bills will be submitted in the standard measurement/bill proforma only approved by the Consultants / bank. All the measurements recorded / ongoing works shall be made available to client's representative for checking. Mode of measurements shall be as per I. S. code.
33. **If the performance of the successful Contractor is found to be unsatisfactory, the bank reserves the right to cancel in part or whole of the Contract and get the works executed through alternative means at the entire risk and cost of the Contractor on whom the order was first placed by giving 7 days notice. In such cases, the Contractor should make good all losses that the employer may incur due to this.**
34. In case the Contractor abandons the work, the employer shall issue the final notice to the Contractor to remain present at site on due date and time as per notice. If in spite of such notice, the contractor remains absent at site on such due date, Consultants/the bank representative will take unilateral measurements of abandoned work which will be binding on the Contractor and the balance work will be carried out by any agency at the entire risk and cost of the Contractor.
35. If the Contractor does not complete the work within the prescribed time limit given in the LOI / tender documents the employer through the Consultants may give from time to time such extension of time limit for completion of work without prejudice to the bank's right to recover liquidated damages as per the Terms and Conditions given in the Contract.

36. The Contractor shall dispose of all surplus / demolished materials / excavated earth available or any other items involving excavation in the following manner and as per instructions of the Consultants/the bank.
- (a) Dispose off the demolished materials / surplus excavated earth from the premises to outside the Municipal limits or as permitted by the local authorities, irrespective of lead and mode of transportation involved. Contractor shall obtain necessary permission from the statutory authorities at his cost for such disposal.
- (b) Written instructions should be obtained from the employer / the Consultants about disposal of demolished / excavated materials / earth before commencement of demolition/excavation. If the Contractor fails to do so and dumps the earth / material adjacent to the excavation site, no extra payment shall be made for rehandling of the same. If the earth is disposed off outside the bank's site, the Contractor shall be responsible to obtain permission from the concerned authority, if any.
37. It will be responsibility of the Contractor to get the works approved and obtain required permission / certificate for all interior and electrical work from the local Municipal / other Government / required authorities, at his cost.
38. The Contractor will abide by rules and regulations, by laws and statutes etc. imposed by the Government / semi-Government and other local authorities such as Municipality etc., for execution of his job. Any penalty / fine imposed due to non-compliance of the Contractor by any statutory authority shall be borne and paid by the Contractor.
39. Any damage caused to the existing work / facilities while carrying out the work shall be made good by the Contractor at his own risk and cost to the entire satisfaction of Consultants / the bank.
40. Successful contractor will comply with the provisions of all labour laws & regulations. All the provisions of Contract labour (Regulation & Abolition) Act, 1970 and rules there under should be complied with. All necessary data should be furnished to Project-in-charge from the bank's side to get the employer registered as principal employer in respect of the subject job. Thereafter the contractor shall get their name registered and obtain Labour Licence and submit a copy of the same to Consultant / bank.
41. The employer does not bind himself to accept the lowest tender & reserves to himself the right to reject any or all of the tenders received without assigning any reason thereof. Further the bank reserves the right to avoid any component of the project or group of components to tenderer or to award the entire work to one tenderer.
42. The contractor shall be required to co-operate and work in co-ordination with and afford reasonable facilities for such other agencies/specialist as may be employed by the bank /consultants on other works/sub-works in connection with the projects/schemes of which the work forms part. The contractor will be required to take out without claim to any extra amount a proper and effective insurance policy, Contractors ALL RISK POLICY from any Nationalized / scheduled insurance company approved by the employer, fully insuring the work against loss or damage by fire, theft, storm, lightning, flood, earthquake or any object dropped from there or any riots, strikes & civil commotion or other risks as indicated by the client. Such policy should be taken to insure a sum equivalent to 125% of the contract value & employer should be made the beneficiary. The contractors shall also get third party liability policy and workmen compensation policy for the work. All policies shall be valid till completion and handing over of the work to the bank. All the original insurance policies etc. shall be deposited with the bank. The entire premium amount of such policies will be paid by the contractor failing which bank reserves right to insure the work

against the said risks and deduct double the premium amount for full period paid by the bank from dues to the contractor.

43. **Bank / Consultants shall have exclusive right of rejecting items of works with bad workmanship, notice of which will be given to the contractor during execution of the job. If the contractor fails to rectify or to improve the level of workmanship to the acceptable standards, suitable recovery as assessed by the employer/consultants shall be made for those items of works. No requests/claims whatsoever shall be entertained in this matter under any circumstances by the bank / consultants.**
44. The contractor if requires may have to work in non-office working hours as per the instructions issued by bank / consultants for which no extra amount shall be paid to the contractor.
45. The Earnest money deposit submitted along with the tender shall be converted into security deposit as required to be submitted bearing no interest in case of successful contractor & shall be released as mentioned in INSTRUCTIONS above.
46. The successful contractor is to produce bar chart showing main activities of projects and strictly adhere to the same. The bank / consultants reserves the right of adopting additions/alterations in .bar chart schedules as submitted by the contractor & get the work done on site.
47. If necessary addendum to this tender shall be issued by owner after Pre-bid meeting. I/We confirm that we are submitting our tender duly filled in and rates have been quoted after thorough study of site conditions, specifications, drawings, general Terms and Conditions of Contract, etc., and I/We hereby accord our unqualified consent and agreement to the said Conditions, Specifications, drawings, General Conditions, Special Conditions of Contract, etc.

Seal:

Date:

Signature of Contractor

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS AND INTERPRETATIONS:

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- A. The bank / Employer shall mean **Oriental Insurance Regional Office , 24 A – Ncr Plaza, 3rd Floor, Hathi Barkala, New Cantt Road, D.Dun) (U/K)**. Or any other place as modified subsequently and shall include its Manager or other officers authorized to deal with these presents are concerned on his behalf posted in the any of the Offices of Client aid shall also include client's successors and assignees. Wherever the words "Client", "Employer", or Bank appear, these shall be deemed to mean SBI and these words shall convey the same meaning.
- B. The Tender shall mean the tender (Part I, II & III) including addendum and drawings submitted by the tenderer for acceptance by client.
- C. The Contractor shall mean the person or persons, firm or company whose tender has been accepted by Client and includes the Contractors legal representatives, its successors and permitted assigns.
- D. The Sub-contractor shall mean any person or firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Consultants & / or the legal representatives, successors and permitted assigns of such person, firm or company.
- E. The **Architect / Consultants** shall mean **Ar.Gaurav Varma** or any other consultant / the person nominated by the employer from time to time and shall include those who are expressly authorized by the client to act for and on his behalf for all functions pertaining to operation of this Contract.
- F. **Consultant's Representative** shall mean any Engineer or Architect of the Consultants appointed from time to time to perform the duties set forth in the Tender Document whose authority shall be notified in writing to the Contractor.
- G. The Works shall mean and include all works to be executed in accordance with the Contract or part thereof as the case may be and shall include all extras, addition, altered, or substituted works as required for the purpose of the Contract.
- H. The Contract shall mean the agreement between the client and the Contractor for the execution of the works including there in ail documents such as the invitation to Tender, Instructions to Tenders, General and Special Conditions of Contract, Specifications, General Requirements, addendum, Time Schedule of Completion of Job, Drawings, Letter of Intent awarding the work, Agreed Variations, if any etc.
- I. The Contract **Document"** shall mean collectively the Tender Documents, addendum if any, Designs, Drawings, Specifications, agreed variations if any and other documents constituting the Tender and acceptance thereof.
- J. **Construction Plant** shall mean all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- K. **Temporary Works** shall mean all temporary works of every kind required in or about the

execution, completion or maintenance of the works.

- L. **Specifications** shall mean all directions, various technical specification, provisions and requirements attached to the Contract, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works, as may be amplified or modified by the client or the Consultants during the performance of Contract in order to provide for the unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda/corrigenda of relevant Indian Standard Specifications and other relevant codes.
- M. **Plans** shall mean all maps, sketches and layouts as are incorporated in the Contract in order to define broadly the scope and specifications of the work or works and all reproductions thereof.
- N. **Drawings** shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Consultants/ Architects and such other drawings as may, from time to time, be furnished or approved in writing by the Consultants either in soft or hard copy.
- O. **Site** shall mean the lands, buildings and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the client for the purpose of the Contract.
- P. **Notice in writing or written notice** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been noticed) by registered post to the last known private or business address or registered office of the addresses and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- Q. The **Completion Certificate** in relation to the work shall mean the certificate to be issued by the Consultants /Architects and countersigned by the Representative of client, when the works have been completed to their satisfaction.
- R. The **Final Completion Certificate or No dues certificate** in relation to the work shall mean the certificate regarding the satisfactory compliance of the various provisions of the Contract to be issued by the Consultants/ and the Architects countersigned by the representative of client, after the period of defects liability is over. (Defect Liability period is 12 months from the date of completion).

Order of procedure were any ambiguity in the schedule of quantities, general conditions, special conditions, specifications and drawings for the contractor shall be as per the decision of Employer and same shall be binding as the contractor and shall be read as under in decreasing order of importance:

- a) I.S. / N.B. Code
- b) Drawings
- c) Special Conditions
- d) General Conditions
- e) General Specification
- f) CPWD Specification
- g) Slate PWD / General Engineering Practice.

- S. Approved shall mean approved in writing including subsequent written confirmation of previous verbal approval.

2. **Employer's decision regarding interpretation of drawings etc., shall be final**
In the event of there being any discrepancy, ambiguity or omission or any error or difference of

opinion regarding the interpretation or granting of any specification designs, drawings, description or instructions relating to the works to be executed the decision of the Project-in-charge thereon shall be final and binding on the Contractors and the Contractors shall not be entitled to claim any additional or extra payment or claim any other benefit or advantage for the same.

Liability of Contractors:

3. In any case in which any of the power conferred upon Employer shall have become exercisable and the same shall not have been exercised, the non exercisable portion thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding the same be exercisable in the event of future case of default by the Contractors and the liabilities of the Contractors shall remain unaffected thereby.

Completion of Work:

4. On completion of the works, the Contractors shall be issued the Completion Certificate jointly by the authorized representative of Client and the Consultants, but no such certificate shall be given nor shall the works be considered to be completed until the Contractors shall have removed from the premises in which the work shall have been executed all scaffoldings, surplus materials and rubbish and shall have cleaned of all dirt from such works or other parts of any building in or upon which the work have been executed.

If the Contractors shall fail to comply with the requirement of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the works, the Client may at the expense of the Contractors remove such scaffoldings, surplus materials and rubbish and dispose of the same as it thinks fit and clean of such dirt as aforesaid, and the Contractors shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials aforesaid, except for any sum actually realized by the sale thereof.

Extension of time:

5. If the Contractors shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Client through the Consultants within 15 days of the schedule date of completion on account of which he desires such extensions as aforesaid and the Client shall if in his opinion (which shall be final) finds reasonable grounds, authorizes such extension of time if any as may deem in his opinion necessary and proper. Any extension of time even if granted shall be without prejudice to Client's right to recover loss or damages suffered from delay in waiver thereof. Any application for extension of time made by the Contractor after the expiry of due date for completion of the work as per Terms of Contract and the Work Order shall not be entertained or be deemed to be valid. The contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not. Liquidated damages at the rates specified in Appendix to form of tender shall be levied on the Contractor for the period of delays attributed to him.

Contractors to supply plant, ladders, scaffoldings etc.:

6. The Contractors shall supply at their own cost materials, plant, tools, appliance, implements, ladders cordage, tackle, scaffoldings and temporary works requisite or proper for the execution of the work.

Errors in schedule of quantities:

Should any error appear in schedule of quantities other than in contractor's prices, calculations it shall be rectified.

Execution of additional work:

7. The Contractors shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and in every other respect in strict accordance with the Specifications. The Contractors shall also conform exactly, fully and faithfully, to the designs, drawings and instructions in writing relating to the work. Any additional work which the Contractors may be directed to do as the part of the original work shall be carried out by the Contractors on the same basis in all respects on which they have agreed to do the main work at the same rates as are specified in the Tender for the main work provided that if any additional or altered work includes any class of work for which no rate is specified in this Contract, then such class of work shall be carried out at the rate mutually agreed upon between the Client/Consultants and the Contractors having regard to the nature of the said work and the rates of the main work, The rate of such item shall be derived. on the basis of rate analysis considering prevailing market rates for labour and material and as per CPWD method. The Contractors shall however, have no claim or compensation by reason of any alternations having been made in the original specification etc., which may entail any curtailment of the work as originally contemplated.

No compensation for alternation in or reconstruction of work to be carried out:

8. If at any time after the commencement of the work the Consultants shall, for any reason whatsoever, not require the whole or any part of the work as specified in the Tender to be carried out, the Consultants shall give notice in writing thereof to the Contractors who shall have no claim to any payment of compensation whatsoever on account of any profit or advantages which he may have derived from the execution of the work in full but which he did not derive in consequence of the full amount of work not having been carried out and having been cancelled by the Client. Neither shall they have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall be involve any curtailment of the work as originally contemplated.

Work to be done to the satisfaction of the Consultants and Client:

9. The Contractors shall carry out and complete the work in accordance with this Contract and the directions, in every respect, to the entire satisfaction of the consultants and Client. If the Contractors shall find any discrepancy in or divergence between the Contract, Drawing and/or Schedule of quantities, they shall have to apply in writing for any necessary instructions from the Consultants/client in relation thereto.

Defective work and materials:

10. If at any time before the Security Deposit is refunded to the Contractors it shall appear to Client or the Consultants that any work has been executed with unsound, improper or unskillful workmanship or with materials of inferior quality or not otherwise in accordance with the Contract, it shall be lawful for the Client or the Consultants to intimate this fact in writing to Contractors either in the site order book or by letter thereupon. The Contractors shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part and provide with proper and suitable materials at their own charge and cost to the entire satisfaction of the Consultants. In the event of the Contractors failing to do so within a period to be specified by the Consultants. The Contractors shaft be liable to pay compensation at the rate of one percent of work order value per day, not exceeding ten days of the value of the Whole Work Order. In the case of any such failure the Consultants may rectify or remove and re-execute the work or remove and replace with others the materials or articles complained of, as the case may be, at the risk and expense in all respects of the Contractors.

Client not to be liable for temporary suspension in work:

11. The Contractors shall on being so directed by the Consultants postpone any work to be executed under this contract and/or suspended further progress of all or any part of the work and shall not resume execution of the same until they receive written orders from the Consultants to proceed. The Contractors shall not be entitled to claim any payment from Client for damages arising from the postponement or suspension of such work.

Measurement of work to be covered:

12. The Contractors shall give at least 7 days notice in writing to the Consultants and their authorized site representatives / Client before covering or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the said work is so covered or placed beyond the reach of measurement Without such notice having been given or consent obtained the same shall be uncovered at the Contractors expense, for taking such measurements and dimensions. In default thereof Client shall not make any payment or allowance for such work or the materials with which the same is executed.

Measurement / assessment of work:

13. All work to be done under this Contract shall be in accordance with the mode of measurement mentioned in the tender. Any item not mentioned in the tender shall be measured as per the procedure laid down in relevant ISI standards (Bureau of Indian Standards - latest edition). Detailed measurements of works carried out shall be taken jointly by the representatives of the client / Consultants, in the presence of the Contractor's representative and final payment will be made as per measured quantities and not as per the tender quantities.

Defect Liability Period:

14. The Contractors has to maintain the work for 365 Days after the work has been completed (the date of completion shall be one as recorded in virtual completion Certificate) the Contractors shall maintain and uphold the same in an efficient condition and shall be bound to remove any omission or defects discovered or appearing in the work during such time as directed by the Consultants. The Security Deposit will be released to the Contractors only after the expiry of the aforesaid period and subject to it being ascertained that there is no defective work or material requiring repairs or maintenance under any conditions herein provided.

If the Contractors or their work people or servants shall break, deface, injure or destroy any part of the building in which they may be working or any building road, kerbs, fence enclosure, water pipes, cables, drains, electric or telephone post or the work wires, trees, grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress, from any cause whatsoever, or any imperfection become apparent in it within 24 months after completion date of entire works covered by the works order as indicated in the Final Measurement Certificate, the Contractors shall make the same good at their own expenses or, in default, the Consultants may cause to be made good through alternative means and deduct the expense from any sums that may be then or at any time thereafter may become due to the Contractors, balance Security Deposit / BG for RMD of the Contractors shall not be refunded before the expiry of twenty four months from the completion date indicated in the Completion Certificate.

- (a) **Policy for 125% of the Contract Value. (Contract Value plus 25% of the Contract Value).**
- (b) **Work man compensation policy -100% of contract value.**
- (c) **Third party Liability - Rs. 25.00 Lakhs**

Should the Contractor fail to take out such insurance cover, the Client may itself Insure against the said risks and deduct a sum equivalent to the amount paid by the Client towards premium from any moneys due to or become due to the Contractor. The benefit of any such insurance policy shall be assigned in favor of the Client and such assignment shall be duly registered with said Insurance Company. The Contractor agree that the insurance moneys payable under such insurance policy shall be utilized by Client for reinstating the work affected by such fire or other risk.

The Contractor shall indemnify Client against all claims made against Client by any member of the public or other third party in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain until the Completion of the works, a policy of Insurance with an approved office, in the joint names of Client and the Contractor (clients name will appear 1st of the policies) against such risks and deposit such policy or policies with the Client from time to time. All the policies shall be valid till the date of completion and handing over of the work to the Employer.

Transfer or assignment of Contract:

15. This contract shall not be assigned or transferred or sublet in any manner whatsoever without the previous written approval of Client. If the Contractors shall assign or transfer or sublet or attempt to do so, Client may by notice in writing rescind the contract and in that event the security Deposit of the Contractors shall stand forfeited and be absolutely at the disposal of the Client and the same consequences shall ensue as if this Contract had been rescinded under clause 24 hereof and in addition thereto the Contractors shall not be entitled to recover or to be paid for any work thereto performed under this Contract.

Insolvency attempts to bribe etc.

16. If the Contractors become insolvent or commence any insolvency proceedings or make any compensation with their creditors or attempt to do so, or if any bribe, gratuity, gift, loan requisites reward or advantage whether pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractors or any of their servants or agents to any officer or persons in the employment of Client in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the Contract, Client on behalf of the Chairman shall have the power to adopt any of the courses specified in clause 24 shown as he may deem best suited to the interest of the Bank and in the event of any of these courses being adopted the consequences specified in the said clause 24 shall ensue.

Change in Constitution:

17. Where the Contractors are a Partnership Firm, the previous approval in writing of Client shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractors. If previous approval as aforesaid is not obtained, the Contractors shall be deemed to have been assigned in contravention of clause mention in contract hereof and the same action may be taken and the same consequence shall ensue as provided in the said Clause In works contract. The Contractors shall hand over to Client a certified true copy of the Deed of Partnership, which is entered into by the Contract or to with Client as evidence of the names of the partners and of their shares in the said partnership. In the event of the Contractors being a Joint Hindu Undivided Family business concern the Contractor shall also hand over the full names, address and ages of the co-partners or members concerned and duly satisfy Client that such Joint Hindu Undivided Family has authority and power in law to enter into the said Contract. These Documents and particulars aforesaid shall be handed over by the Contractors to Client

along with the quotations and offer placed by the Contractors in response to the notice inviting tenders.

Engagement of Apprentices:

18. The Contractor shall during the currency of the Contract when called upon by the Consultants engage and also ensure engagement by subcontractors and other employed by the Contractor in connection with the works, such number of apprentices in the categories mentioned in the Act 1961 and the Rules made there under and shall be responsible for all obligations of the employer under or as required under the said Act.

Workmen's Compensation liability:

19. The Contractors shall be responsible for and pay any compensation as specified in the Workmen's Compensation Act, 1923 and 1933 and amendments thereto for injuries caused to the workmen. The Contractor shall be responsible for and pay the expenses for providing medical treatment to any workmen who may suffer any bodily injury as a result of any accident. The Contractors shall be liable for all payments to their staff, labourers and workmen employed for the performance or carrying out the said work and the Client shall in no event be liable or responsible for any payment and the Contractors shall keep Client indemnified against the same and from all proceedings in respect thereof. The Contractors shall at his own expense effect and maintain during the currency of the Contract, a policy of Insurance with an approved office, in the joint names of Client and the Contractor against risks under the Workmen's compensation Act or any other statute in force during the currency this Contract and Deposit such policy or policies with Client from time to time.
20. In every case in which by virtue of the provisions of Section 12, Subsection (1) of the Workmen's Compensation Act, 1923 Client is obliged to pay compensation to a workmen employed by the Contractors in execution of the works. Client will recover from the Contractors the amount of the compensation under subsection (2) of section 12 of the said Act and Client shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Client to the Contractors, whether under this Contract or otherwise. Client shall not be bound to contest any claim made against it under sub-section (1) of Section 12 of the said Act, except on the written request of the Contractors and upon their giving to Client full security for all costs for which Client might become liable in consequence of contesting such claim. The contractor shall also submit an Indemnity Bond to the client on the approved proforma regarding workman compensation.
21. The Consultants may require the Contractors to dismiss or remove from the site of the work any person or persons in the Contractors' employment who 'in the opinion of the Consultants may be incompetent or misconduct himself or themselves and the Contractors shall forthwith comply with such requirements.

CHILD LABOUR: The Contractor shall not employ any men & women below the age of 18 years on the work. Suitable safety equipment such as helmets, goggles, safety shoes, face masks, overalls shall be supplied by contractor to other labourers.

Indemnity:

22. The Contractors shall assume all liability for and give to Client a complete indemnity against all actions, suits, proceedings, claim or demands arising out of or in connection with the carrying out of the work by or from any person whomsoever. In this connection the contractor shall submit an Indemnity Bond on the proforma approved by employer covering Indemnity for all claims or demands including workman compensation,

Determination of contract on account of abandonment of work:

23. The Consultants may without prejudice to the rights of Client against The Contractors mentioned in clause of the Agreement or in respect of any delay or inferior workmanship or otherwise or to any claim for damages in respect of any breach of Contract and Without prejudice to any, rights or remedies under any of the provisions of the Contract or otherwise and whether the date for completion of the works has or has not expired by a notice in writing absolutely, determine the Contract in any of the following cases:
- (i) If the Contractor having been given by the Consultants a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner and shall omit to comply with the requirements of such notice for a period of seven days of such notice thereafter or if the Contractor shall delay or suspend the execution of the work with the judgment of the Consultants (which shall be final and binding) they will be unable to secure completion of The work by the date for completion or he has already failed to complete the work by that date.
 - (ii) If the Contractor being a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a liquidator on behalf of a creditor shall be appointed or if circumstances shall be appointed or if circumstances shall arise which entitle the Court to make a winding up order.
 - (iii) If the Contractor commits breach of any of the Terms and Conditions of this Contract
 - (iv) If the Contractors commit breach of any acts mentioned in clauses 16 to 19 hereof.

When the Contractor have made themselves liable for action under any of aforesaid cases or in any case in which under any Conditions of this Contract the Contractors shall have rendered themselves to forfeiture of their Security Deposit or in cases of abandonment of work by the Contractors for any cause whatsoever, the Consultants on behalf of Client shall have a power to adopt any of the following courses as Client may deem best suited to their own manufacture:

- (a) To rescind the Contract (of which recession notice in writing to the Contractor under the hand of the Consultants shall be conclusive evidence) and in that case the Security Deposit of the Contractors shall stand forfeited and be absolutely at the disposal of Client.
- (b) To employ labour and to get supply of materials to carry out the work or any parts of works, debiting the Contractors with the cost of the labour and the price of the materials as to correctness of which costs and price of the materials as per the certificate of the Consultants which shall be final and conclusive against the Contractors.
- (c) To order that the work of the Contractors be measured by and to take such part thereof as shall be unexecuted out of their hands and to give it to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been payable to the original Contractors if the whole work had been executed by them (as to the amount of which excess of expense, the certificate in writing of the Consultants shall be final conclusive) shall be borne and paid by the original Contractors and shall be deducted from any money due to them by Client under the contract or otherwise or from the Security Deposit or a sufficient part thereof.

In the event of any one or more of the above courses being adopted by the Consultants, Contractors shall have no claim to compensation for any loss sustained by them by reason of their having purchased or procured any materials or entered into any engagements or made any advance on account or with a view to the execution of the works or the performance of Contract. And in case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work actually performed under this Contract unless and until the Consultants has certified in writing the performance of such work value payable in

respect hereof and the Contractors shall be entitled to be paid the value so certified subject to the claims if any of Client against the Contractors.

Termination of contract in the event of death of Contractor:

24. Without prejudice to any of the rights or remedies under this Contract, if the Contractor being an individual dies, the Consultants shall have the option to terminate the contract without any liability on the Client for compensation or damages to the Contractors. Measurement of work done till the death of the Contractor will be recorded by Client which shall be final and binding on the legal representative of the Contractor.

Substitution of Contractors:

25. Client may if desired may take possession of all or any of the machines, tools, plants, materials and stores in or upon the works or the site thereof or belonging to the Contractors or procured by them and intended to be used for the execution of the works or any part thereof by paying or allowing for the same an amount at the Contract rates or in the case of Contract Rates not being applicable at current market rates to be certified by the Consultants and the certificate thereof shall be final. The Contractor shall not have any claim on the materials that have not been actually brought on site of work irrespective of the fact that the Contractor may have purchased the same for use under this Contract. Client shall have also full power by giving notice in writing by the Consultants or through the Consultants to the Contractors or any of their representatives or authorized agents to require them to remove such machines, tools, plants, materials and stores from the premises within time to be specified in such notice and in the event of the Contractor failing to comply with any such requisition the Client may remove them at the Contractor's expenses or sell them by auction or private sale at the risk and on account of the Contractors in an respects and the certificates of the Consultant as to the expenses of any such removal and the amount of proceeds and expense of any such sale shall be final and conclusive.
26. Any breach or violation or non-observance of any of the Terms and Conditions and provisions contained in the agreement or the General Terms or otherwise in relation to the Contract or Works Order shall be deemed and considered as a breach of the entire Contract and entitle the Client to exercise and enforce the various rights and powers conferred on Client under the Contract.

Infringement of Patents Rights & Royalties:

27. The Contractor shall assume all liability and fully indemnify and save harmless, Client, their successors or assigns from and against all claims, suits, proceedings, damages, losses, expenses, fees, any royalties, arising from any infringement, real or claimed, of any patent on any articles, machine manufacture, structure, composition, arrangement, improvement, design, device, methods or progress embodied or used in the performance of this contract. The Client and their successors and assigns will give written notice of all such claims and patent infringement suits or proceedings instituted against them to the Contractor who will defend the same and will give the Contractor authority, assistance and all available information to enable them to do so.

28. **Escalation:**

No escalation is allowed /permitted in quoted rates in the tender the same should be valid at least for completion of the project from the date of awarding the job to the successful contractor.

29. **Contract Agreement:**

Contractor shall execute the contract agreement on the proforma given in Annexure I to this document immediately after issue of work order. Employer shall not make any payment to the Contractor before execution of contract agreement.

30. Initial Security Deposit

The Contractors shall within seven days of issue of acceptance letter (LOI) or before the execution of this Agreement deposit with the client a sum of equivalent to 5.0 % of accepted contract value less EMD by demand draft in favour of the Company or by Bank Guarantee on approved proforma. The client shall not be liable to pay any interest to the Contractors on the amount of such Security Deposit and shall hold this amount as a guarantee for timely and proper performance of the said work by the Contractors. The said amount shall be liable for forfeiture in addition to all other rights and remedies which are available to the client under the said General Conditions of Contract.

31. Retention Money Deposit (RMD)

An amount equivalent to 10% of the value of each interim bill shall be deducted from interim bills of the contractor towards RMD, subject to a maximum limit of 10% of contract value inclusive of Initial Security Deposit.

32. Appropriation of Security Deposits towards The client's Dues.

All sums by way of damages, Compensations or otherwise howsoever, and all other sums of money payable by the Contractors to The client under the terms of this Agreement or the said Work Order may be deducted from the cash amount of the Security Deposit or be realized from the Bank guarantee of the Initial Security Deposit lying with The client under this Agreement or from any sums which may be due or may become payable by the client to the Contractors on any account whatsoever and in the event of the Contractor's Security Deposit being reduced by reason of any such deduction or as aforesaid, the Contractors shall, within 15 days thereafter, make good in cash or BG / Government securities approved by The client and endorsed as aforesaid any sum or sums which may have been deducted from, or raised by the BG, cash or Security Deposit or any part thereof. Subject to the other provisions of this Agreement and the General Conditions of Contract relating to the right of the client to retain and deduct any amount that may be due to The client on any Payment for Work done account whatsoever the 50% of total Security Deposit made by the Contractors shall be refunded after the completion of the work in all respects. This date will be the same as indicated in the completion Certificate. Balance 50% of SD (i.e.. 5% of contract value) retained in cash shall be refunded after completion of defects liability period of 12 months and on issue of final completion certificate. The client on the request of Contractor may release this balance SD (RMD) of 5% against Bank Guarantee from a nationalized Bank valid for defects liability period of 12 months on the proforma approved by the Client.

33. The client will pay to the Contractors in respect of the said work mentioned in the said contract document on the basis of the rates specified therein at the times and in the manner specified in the said Work Order and/or in the General Conditions of Contract.

Manner and period in which the work is to be carried out

34. The Contractors agree and undertake to duly perform and execute and complete the said work set forth in the contract documents and the subsequent amendments, if any, issued from time to time thereto in the manner authorized by and under the General Conditions of Contract The said work shall throughout the stipulated period of the Contract be proceeded with all due diligence, promptness, care and accuracy and in a workman like manner to the satisfaction of Consultants and The client and would be completed in accordance with the said Specifications, Designs,

Drawings, Schedule of quantities and instructions on or before the due date mentioned in the said Contract agreement, time being the essence of the Contract on the part of the Contractors.

No delay due to load shading is entertained. The contractor should visit the site and assess before quote.

Compensation for delay for unfinished work

35. Without prejudice to the rights and remedies of the client against the Contractors under any of the provisions of this agreement and the General Conditions of Contract or the said Work Order or otherwise if the Contractors commit any default or breach of the Terms and Conditions of this Agreement and/or the General Conditions of the Contract and/or the said Work Order or fail in the due performance thereof within the time fixed by the Contract (which is the essence of the Contract) and do not complete the entire work on the stipulated due date, The client shall be entitled to recover from the Contractors and the Contractors hereby agree to be bound to pay to the client as and by way of Compensation or liquidated damages, an amount calculated at the rate of 1/2% (half percent) of the contract value per week or part thereof subject to maximum 5 % (Five percent) of the contract value for delay beyond stipulated date of completion as mentioned in the Contract / Work Order and both the parties hereby confirm, record and declare that the amount of compensation or liquidated damages fixed as above represent the genuine, fair and reasonable pre-estimate thereof considering all the facts and circumstances as the loss and damages that would be likely suffered by The client on account thereof. It is further hereby agreed and confirmed that the sum payable by the Contractors under this provision shall be considered as reasonable compensation irrespective of whether actual loss or damage has or has not been sustained and The client would not be required to render any proof in support thereof. Liquidated damages / compensation for delay shall not be recovered for the delays which are not attributed to the Contractor and client has authorized extension of time for such delays.

It is further specifically declared that any extension of time granted by The client shall not amount to abandonment, waiver against The client of its claim for compensation or liquidated damages under this provision and the acceptance of delivery of any item of the work by The client will not be deemed to constitute any waiver of The client's right nor shall be deemed to be executed completely only when full and final measurements duly certified by The client and the Consultants have been made and till then the Contractors shall not be deemed to be discharged or absolved from all their obligations in terms of the Contract including specifically the provision relating to the payment of reasonable compensation and damages as aforesaid. It is specifically agreed and declared that in the event of the Contractors not completing the work even after the stipulated date, the aforesaid provision shall not be deemed to prevent or stop The client from exercising any other rights or remedies available to The client against the Contractors including the completion of the work through any other Contractor or agency or otherwise howsoever at the risk and the account of Contractors and The client shall be entitled to recover and the Contractors shall be bound to pay all such losses and damages to The client rights and remedies which are available to The client under clause of works contract of the General Conditions of the Works Contract

IDLE LABOUR:

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

Supervision of work

36. The Contractor shall have to employ at least one Civil Engineer having Diploma/ Degree in Civil Engineering from recognized board/ university (with three years of experience). The Civil Engineer to be got approved by Company's/ Architect before start of work. The contractor shall appoint the authorized representative who shall attend all the meetings. The

Contractor shall give in writing the details of authorized representative. The Civil Engineer may be considered as authorized representative.

DISMISSAL OF WORKMEN:

The contractor shall at instruction of Architect immediately dismiss from the works any person who in the opinion of Architect be unsuitable or incompetent.

Inspection of Work and access to the same:

37. Site engineers deputed by the consultant shall supervise the work constantly and inspection will be made periodically during the progress of the work by the representative / representatives of The client as well as by the senior representative of the Consultants and all materials and workmanship must be of acceptable quality and efficiency to the said representatives. The decision of the Consultants in this respect will however be final and binding on the Contractors, if the progress of any particular portion of the work is unsatisfactory, The client shall notwithstanding the fact that the general progress of the work is satisfactory, be entitled to take action after giving the Contractors 15 days notice in writing and the Contractors will have no claim for compensation for any loss sustained by them owing to such action. All works under or executed in pursuance of this contract shall at all times be open to the inspection and supervision of the client and their authorized representatives and agents as well as the Consultants or their representatives. The contractor is to provide at all times means of access, ladders and necessary attendants for inspection of measurement of works by consultants.
38. (a) It is specifically and distinctly understood and agreed to between The client and Contractors that the Contractors shall have no right, title or interest in the site made available by The client for execution of the works or in the building structures or works executed on the said site by the Contractors or in the goods, articles, materials, etc., brought on the said site (unless the same specifically belongs to the Contractors) and the Contractors shall not have or deemed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control "of the site or structures and The client shall have an absolute and unfettered right to take full possession of the site and to remove the Contractors, their servants, agents and materials belonging to the Contractors and lying on the site.
- (b) The Contractors shall be allowed to enter upon the site for execution of the works only as a licensee and shall not have any claim, right, title or interest in the site or the structures erected thereon and The client shall be entitled for such license at any time without assigning any reason.

Measurement of work

39. As soon as the item of work is completed, notice thereof should be given forthwith by the Contractors to the Consultants. A representative of the Consultants / Site Engineer representative will then measure the work completed and record the measurements in measurement books (MB) supplied by the client which will constitute the basis for payment of such works by The client to the Contractor. The Contractor shall sign each and every Measurement sheet and Certificate in token of acceptance thereof. Client's representatives / Engineer shall have right to check / verify the measurements jointly recorded by the contractor and consultant's representative. The contractor shall submit the bills in duplicate on the proforma approved by the consultant / client along with all supporting papers to consultant for certification. Mode of measurement to be decided solely by consultant.

Provisional Payment

40. No payment shall be made for any item of works till- the whole of the item shall have been completed and certified by the consultant. The client may however at their option and on

recommendation of consultant pay to the Contractors provisional amount {part rate} proportionate to the part of the work as approved and passed by Consultants. The certificate of such approval and passing of the part sums so payable shall be final and conclusive against the Contractors.

Final payment

41. The final measurement Certificate / Bill shall be prepared by the Consultants and Contractors within three months from the date of completion of the work subject to the claim of The client against the Contractors for compensation or liquidated damages or otherwise as provided in the said Contract, agreement and the General Conditions of Contract {50% of the total security deposit (including initial security deposit) shall be refunded to the contractor on issue of completion certificate.

Bills to be in the client's prescribed form

42. The Measurement Certificate/Bill shall be prepared jointly by the Consultants' representative and Contractors and shall be submitted in duplicate along with all the supporting documents to the consultants for certification.

Liability for payment of taxes, duties etc.

43. The Contractors shall be bound and liable to pay all local taxes, ceases, excise and customs duties, service tax, sales tax, work contract tax, income tax or any taxes to Govt. other public authorities. Under no circumstances shall The client be liable to pay any such taxes, ceases, duties etc. on the work order or any part or component thereof or any materials or stores bought by the Contractors or supplied by The client or otherwise howsoever to the end and intent that all such liabilities shall be borne and discharged solely by the Contractors who shall keep indemnified The client against the same.

44. Settlement of dispute and Differences

a) The Contractor shall try to settle all matters pertaining to this contract first with the Consultant The decision of the Consultant may be in the form of a certificate, instruction or otherwise. The decision, opinion, direction, certificate for payment with respect to all or any of the accepted matters (which are indicated hereinafter), of the Consultant shall be final and conclusive and binding on the Contractor and shall be without appeal.

b) All other disputes and differences of any kind whatsoever between the Contractor and the Consultant arising out of or in connection with the contract or carrying out the works (whether during progress of work or within defects liability period and whether before or within 365 days of determination abandonment / breach of the contract) shall then be referred by the Contractor to the Employer giving intarsia full details of matter under dispute and the reasons thereof. The Employer shall within a period of 60 days from the receipt of such reference from the Contractor, give his decision in writing. If the Contractor is dissatisfied with the decision of the Employer, or if the Employer does not convey his decision within 60 days, he can refer the matter for arbitration by serving a written notice on the Employer, through the Engineer within a period of 28 days of such decision. The notice shall specify the matters with full details and amount which are in dispute and referred for arbitration. However if the Contractor does not make any demand for arbitration in respect of any claims within 60 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim if any received after 60 days period shall be absolutely barred from reference to the arbitration.

45. Arbitration

The disputes and differences between the Contractor and the Employer arising out of this contract shall be referred to a sole arbitrator. The sole arbitrator shall be selected by the

Contractor from a panel of 3 arbitrators suggested by the Employer. The arbitration proceedings shall strictly be according to the Arbitration and Conciliations Act-1996 or any statutory modification thereof. The place of arbitration shall be at Mumbai.

The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice and any matter required in his opinion, save in regard to excepted matters referred to in the Clause no. 46 and to determine all matters in dispute which shall be submitted for arbitration.

The arbitrator shall make his award within 1 year (or such further expected time as may be decided by him with the consent of the parties) from the date of entering on the reference, in case, during the arbitration proceedings the parties mutually settle / compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator shall deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator.

This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration & Conciliation's Act -1996 or any statutory modification thereof.

It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator is given, abide by the decision of the Consultant and no award of the Arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Consultant instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the contract.

Programme of Work:

The Contractor on starting the work shall finish to the Architect a programme for carrying out the work stage in the stipulated time. A graph or chart on individual work shall be maintained showing the programme each week at site prepares in consultation with the Architect. Acceptance of a bidder tender does not necessarily imply acceptance of the schedule submitted to client modifications to the schedule submitted at no extra cost to client.

Excepted matters

Following matters referred in General Conditions (GCC) and Special conditions of contract (SCO)

Shall be considered as excepted matters.

GCC -Clause no 4 (Completion of work)

Clause no 5 (Extension of time)

Clause no 10 (Defective work and material.)

Clause no 13 (Measurement of work)

Clause no 16 (Assignment)

Clause no 35 (Compensation for Delay)

SCC-Scope of work

Clause no 9 (Testing of work and material)

Clause no 11 and 12 (Measurement and dimensions}

Clause no 25 (Mock up)

Extra items

The contractor is required to execute the tender items only at site as per the requirements of client. Non-tender items i.e. extra items shall not be executed under any circumstances before taking approval from client/consultants. Incase it is required to execute such items on sites,

contractor shall intimate the same to the consultant & client & will have to produce the expected quantity of that particular item after taking site measurements & the lowest possible rate supported with rate analysis along with necessary supporting invoices, quotations duly certified by Consultants. The contractors OH & profit shall be 10 %, + Work contract tax @ 4 % of final rate to be added. The Project-in-charge from clients end shall reserve the right of checking, correcting & certifying the rate jointly with Consultants representative & permission of executing such items shall be given after entire satisfaction of rate analysis produced by contractor. As far as possible, the rates for extra items shall be derived from the rates quoted by the contractor for other similar item in the tender.

Deviated Items

Contractor shall not execute any deviated item without the written permission from the consultant / client. The rates for such deviated items shall be derived from the tender items.

46. Secured Advance against materials brought at site.

The Contractor will be paid secured advance against materials brought and stacked at site for use in permanent work and in the opinion of Consultant are required to be procured in advance. The advance paid shall be maximum upto 65% of the item rate as decided by the Consultant or 75% of the net cost of material stacked at site upon submission of Indenture for Secured Advance" as per proforma given in Annexure - at the discretion of Consultant and the Contractor shall produce necessary vouchers / invoices in support of cost of each materials. Such advance shall not be paid on materials which are perishable and consumable in nature.

The advance granted on materials as above shall be adjusted / recovered from the bills after the materials are used in the work. The Contractor cannot remove the materials from site without written consent of the Consultant and Contractor shall be liable for loss or damages to such material.

Grant of advance against material stacked at site shall not be deemed to imply any approval by the Consultant for materials and so it shall not prevent the Consultant for rejection of any material at any time.

Failure by Contractor to Comply with Consultant's Instruction.

If the contractor after receipt of notice from the Architect requiring compliance, with such further drawings and / or instructions, fails, within seven days to comply with the same, the Architect may employ other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor by the complier on a certificate by the Architect to be deducted by him from any money due as to due to the contractor.

SPECIAL CONDITIONS OF CONTRACT

Scope of Work

The scope of the work is to execute **Interior Work For Divisonal Office, Saharanpur The Oriental Insurance Co Ltd., Dist. Saharanpur Under RO, Dehradun U/K**. As detailed in the drawing, specifications and bill of Quantities.

1. Establishment

It is essential condition of this Contract that the successful tenderer shall establish an office in Saharanpur for the period of Contract (including the defect liability period) and a duly authorized representative shall always be available in Saharanpur Office to deal with all matters concerning this Contract.

2. Time Limit

The entire work shall be completed within **30 days** from date of commencement.

3. Terms of Payment

The following terms of payment shall apply:

- a) "On Account" bills will be paid as certified by Consultants / Client, taking into consideration work in progress.
- b) Any work done at factory will not be counted in the running account bills until the material is brought to the site of work.
- c) Minimum value of running bills shall be 5 Lakhs. Any bill of lesser amount shall be processed or rejected as per Engineer's discretion.
- d) Retention money @10 % shall be retained from every running bill subject to a maximum of 10% of contract value including ISD. And the 50% of total SD shall be released on completion of work and balance 50% shall be released after completion of defects liability period of 12 months and on issue of Final Completion Certificate.
- e) The Contractor shall normally be paid 2 bill in a month, which shall include secured advance against material. If in the opening of Consultant the progress of work warrant a second payment in a month, the same shall be arranged by the Employer.
- f) Running / Interim bills will be paid after necessary deductions within 15 working days from date of submission of complete bill along with all supporting documents and on certification of bill by the Consultant as under: -
 1. Part / on account payment of 75% amount can be made within 5 working days from the date of submission of complete bill.
 2. Balance 25% payment within 15 working days from of submission of complete bill by the Contractor to the Consultant and after detailed checking by the Consultant and Employer's Engineer.
- j) No payment shall be made to the Contractor unless fee contract agreement is executed and all insurance policies as stipulated in the tender are taken and submitted to the Employer.

4. Right to distribute work

The Consultants/Client reserve all rights to divide, distribute the tender items to more than one

agency, delete any item or operate items quoted as rate only.

The manufacturing of chairs shall be carried out at the Contractors factory/premises and the rates quoted should be inclusive of free delivery to the site.

5. Identity Cards

The Contactor shall be given approved identity cards to all his workers, which will have to be produced by the Contractors' workmen as and when demanded by the Consultants / Client's representatives or Security men,

6. Electric Supply & water supply

The contractor shall make his own arrangement for power and water from a single point given by client

7. Program of work and progress reports.

The successful Contractor will have to submit a detailed Bar Chart indicating the schedule of various activities from the date of commencement till completion and get the same approved by the Consultants/Client. Once the Bar Chart is approved by Client, Contractor shall strictly adhere to the same. This program shall form part of the Contract and shall be binding on the Contractor. However, the Client reserves the right to alter the program, if necessary, from time to time. No claim whatsoever of any nature by the Contractor on his account shall be entertained by Client. They shall also have to indicate their requirements about co-ordination from other agencies working at site, In addition to this, following further information should also be furnished by the contractor.

- (1) Nature of labour force required for the work.
- (2) Material procurement program.
- (3) Details of machinery/equipment to be used.
- (4) Details of work to be executed at site and in Contractor's factory/shop,
- (5) Requirements of electric power at site.
- (6) Arrangements made for Contractor's own security.

The Contractor will also have to furnish weekly progress report incorporating necessary details of work under execution,

8. Office/Stores on the site

The Contractor shall provide for all necessary storage on the site in a specified area for all materials, which is likely to deteriorate by the action of the sun, rain or other material causes due to exposure, in such a manner that all such materials, tools, etc., shall be duly protected from damage by whether or any other cause. All such stores shall be cleared away and the ground left in good and proper order on completion of this Contract unless otherwise expressly mentioned therein.

9. Testing of works and materials and preparation of samples

The Contractor shall, as required by the Consultants, arrange to test materials and/or portions of the works at his own cost in order to prove their soundness and efficiency, If after any such test,

the work or portions of the works are found, in the opinion of the Consultants to be defective or unsound, the Contractor shall pull down and re-erect the same at his own cost. Samples of each class of materials and workmanship shall be submitted by the Contractor for the approval of the Consultants/Client before procurement and execution.

All the T.W. joints should be male-female joints & should have a lapping of 6" of each member. The center to center distance between two joints in same member should be min. 4'6". The joints should be staggered in such a way that they are not in same line. The minimum length of T.W. member used should be 3'0". The joints in plywood & laminate should not be provided in areas of 25 Sqft. or minimum length of one side of 4'0". The joints in plywood should planed accordingly & laminate joints to be provided as per design in consultation with Architect/ Bank. If these steps are not followed, then the work is to be redone.

10. Notice

The Contractor shall comply with all acts and regulations for the successful completion of the Contract works and shall pay necessary attention to all notices and pay all fees / charges.

11. Measurement to be recorded before work is covered up

The Contractor shall take joint measurements with the Consultants' representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the Contractor neglect to do so, the same shall be uncovered at Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

12. Dimensions

Figured dimensions are to be followed in all cases. Large scale details take precedence over small scale drawings. In general, the drawings shall indicate the dimensions, positions and type of construction; the specifications shall indicate the qualities and methods, and the bill of quantities shall indicate the quantum and rate for each item of work.

Any work indicated in the drawings and not mentioned in the specifications or vice-versa, shall be furnished as though fully set forth in both. My ambiguity, conflict of interpretation, errors or inconsistencies discovered in the drawings/documents shall be promptly brought to the attention of the Client and the Consultants. Generally, the provisions giving more rigorous interpretation shall prevail, but in the event of disagreement between the Contractors and the supervisor, decision of Project-in-charge shall be final. In case of any discrepancy, the Contractor is to ask for an explanation before proceeding with the work.

13. Action where there is no specification

In case of any class of work over which there is no specification mentioned, the same shall be carried out in accordance with His latest Indian Standard Specifications subject to the approval of the Consultants and Client.

14. Clearing the site of works

The Contractor shall clear the site of works as per the instructions of the Consultants. The site of works shall be cleared of all men, materials, sheds etc., belonging to the Contractor. The site shall be delivered back to the Client in a dean and neat condition as required by the Consultants within a period of one week after the job is completed. In case of failure by the Contractor, the Client will have the right to get the site cleared at the risk and cost of the Contractor.

15. Occupation of partially completed portion by the Client

The Client shall be entitled to and will be at liberty to occupy even the partially completed portion of the work by themselves or through their agents and servants if they so desire. Necessary extension of time for completing the work shall, however, be granted to the Contractor but he shall have no claim for any compensation whatsoever due to the delay, if any, involved in completing the work on account of partial occupation.

16. Typographical or Clerical Errors

The Consultants clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

17. Information to be furnished to Client on completion of work

The Contractor, on completion of work shall furnish in a tabulated form, all pertinent and necessary information regarding the material, hardware, metal work, glass etc., used in the items of work. The information also to contain the names of such agencies who are specialized for certain items like melamine polishing, exclusive hardware etc. This tabulated information is to help the Client in maintaining their office after defects liability period is over.

16. Performance Guarantee for all bought out items

Contractor shall submit written performance guarantee for all bought out items from him as well as from manufacturer.

19. Language of Tender

'English' is the official language of Tender.

Reporting of Accidents to Labour:

The Contractor shall be responsible for the safety of persons employed by him on the works and shall report the accidents to the client.

20. Documents to be complementary

All Sections of Contract Documents and working drawings shall be complementary to each other. In case of ambiguities, discrepancies or contradictions between any two sections, Client / Consultants' decision shall be final and binding on the Contractor for interpretation of same,.

21. Contractors Superintendence

The Contractor shall appoint technically qualified and experienced persons to supervise the work at site. The Contractor shall obtain the approval from Client/Consultants about competence of such persons.

22. Inspection by Contractor

The Contractor shall inspect all the works and satisfy himself before same is offered for inspection to the Client/Consultants.

23. Removal of Debris

Contractor shall arrange to dispose off debris, wood shaving and any other waste product created while carrying out the work, outside Client's premises. The Contractor shall take due care while disposing of such waste materials and ensure that any rules/regulations laid down, by Municipal / Client or any other statutory Body are not violated. The Contractor shall be responsible and answerable to any complaint arising out of improper disposal of wastage. Quoted rate shall include the cost of same and no extra payment shall be made towards this account

24. Mock-up

The Contractor shall prepare a mock-up of each item, if required, strictly in accordance with the specifications free of cost, for approval of Consultants and Client. The work on these items shall proceed further only after the approval of the mock-up,

25. Rates quoted by the Contractor for the works to be carried out shall be valid for all floors including basement.

26. The Contractor shall submit original copies of invoices, order forms for any materials purchased for project work, to Client/Consultants.

27. The Contractor shall calculate realistic quantities after receipt of drawings and after submitting first interim bill but before submitting the second interim bill to Client/Consultants.

28. Works at Night

If the Contractor is required to work at night in order to complete the work within the time schedule, the Contractor shall provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger.

29. The rates quoted by the tenderer in the schedule of quantities will be deemed to be for the

finished work and shall include all charges for:

- a) Materials, Labour, maintenance, fixing, arranging, cleaning, making good, hauling etc.
- b) Plant, double scaffolding, frame work, English ladders, ropes, nails, spikes, tools, materials and workmen, protection from weather, temporary supports, platform and the maintenance of the same.
- c) Covering for the walling and other works during inclement weather or strikes or whenever directed, as necessary.
- d) All temporary canvas, lights, tarpaulin, barricade, water shoots etc.
- e) All measures required to be taken for protection of existing works.
- f) All such temporary weather-proof sheds at such places and in a manner approved by the Consultants for the storage and protection of materials against the effects of sun and rain.
- g) All testing of materials.
- h) No tools and plants shall be issued by the Client under the Contract
- i) All present and future taxes, levies, duties, fees etc.

31. Rates to Valid for additional scope of work

Rates quoted by the tenderer shall be valid for a period of 180 days from the date of awarding the tender or till completion of work whichever is later. If client decides to place work order for additional scope of work in the same premises or to amend the original work order for additional scope of work in the same premises, the contractor shall be bound to accept the same at rates contained in the original tender; provided such work order or amendment is issued prior to completion of the work contained in the original tender. However, any decision in this regard shall be taken by the client only.

32. Dimensions written on drawings are to be followed. No scaling of any drawings shall be carried out at site by workmen/labor during execution of work. The clarifications, if any, required for the execution of any item shall be timely given by the client/consultants in weekly co-ordination site meetings.

33. The running bills whenever submitted to the consultant for certification process should accompany the running measurement sheets containing those items which are billed in that particular running bill. The measurement sheets produced by the contractor should be jointly checked fully/partly as desired by the client/consultants.

34. No disturbances should be observed/ noticed in measured quantities written in measurement sheets & billed quantity for which the measured quantity takes precedence on billed quantity & the bill shall be corrected & certified accordingly.

35. No escalation is allowed/ permitted in quoted rates in the tender which should be valid at least for 180 days from the date of awarding the job to the successful contractor, or till the completion date, whichever is later.

36. Weekly site co-ordination meetings shall be conducted for the contractors working on site & proper intimation should be given to the client/consultants in order to monitor the project more efficient way. The relative decision for the execution of tender items shall be given in these

meetings by client/consultants by producing working drawings/hand-made sketches if any. Contractor's, senior representatives / partner / director shall attend these meetings.

37. Working on holidays

The contractor is required to take permission from local authorities of client/consultants for working of extra hours at night & on public holidays by ensuring no inconvenience to inhabitants of the premises & other offices as well as neighbors. For timely completion of project, contractor is required to produce more labors & regular material supply as required on site as directed by consultants.

36. The contractor shall shift the existing furniture to other destination as directed by client/consultants if any, for which inventory for furniture shall be made & submitted to client for further record for which no claims shall be entertained by client/consultants. Any loose furniture's such as chairs, tables, etc. to be handed over to the client.

39. The contractor shall submit test report from the manufacturers of various materials used in the work as instructed by the consultant / client.

40. The entire work or part work may be inspected by CTE's organization, CVC, New Delhi. Any tests suggested by them shall be carried out by the contractor at his own cost. Any recovery / deduction suggested by CTE shall be recovered from the contractor.

41. Client may use some of the existing (old) furniture, which may require renovation. The contractor shall arrange to shift the same and carry out necessary renovation / reconditioning at the rates mutually agreed.

42. As the proposed buildings to be renovated are presently being used by the bank, it will not be possible for the bank to handover all the area together to the contractor, for work. Contractor will be required to finish the work in phases.

43. If the contractor fails to complete the works in two/three phases as per above schedule the client will have a right to levy penalty at the rate given appendix to form a tender.

44. All drawings shall remain property of client. The drawings are to be used only for the project concerned.

Annexure-I

ARTICLES OF AGREEMENT

ARTICLE OF AGREEMENT made on this the day of ,2016 at Saharanpur/Dehradun BETWEEN The Oriental Insurance Co Ltd., established under the Act, 1989 (39 of 1989) and having its Head Office at Oriental House , Asaf Ai Road, Delhii and having its Regional Office at **Oriental Insurance Regional office, 24-A- Ncr Plaza, 3rd Floor, Hathi Barkala, New Catt Road, D.Dun (UK)**

hereinafter called "Employer" (which expression, unless be repugnant to the subject or context thereof, include its successors and assigns) of one part and a Company within the meaning of the Companies Act, 1956 and having its Registered Office at (hereinafter referred to as Contractor' which expression shall, unless it be repugnant to the subject of context thereof include its successors and assigns) of the other part.

WHEREAS the Employer is desirous of carrying out **Interior Work For Divisonal Office, Saharanpur For The Oriental Insurance Co Ltd., Under RO Dehradun (UK)** as mentioned, and has got tender documents including terms and conditions, specifications, the bill of quantities and drawings prepared by Architects, **M/s. Gaurav Varma & Associates, Dehradun** which have

been signed by or on behalf of the parties hereto.

WHEREAS the Contract was awarded to the Contractor vide Letter of Intent (LOI) Prem No. Dated, /2017 pursuant to which the work order was issued by the Employer to the Contractor vide letter Prem No. dated, /2017 which was duly accepted by the Contractor vide letter No. dated, /2017 (Tender documents, LOI and work order duly accepted by the Contractor are collectively referred to as the said 'terms and conditions').

AND WHEREAS (he Contractor has agreed to execute upon and subject to the conditions set forth herein and to the said terms and conditions, the work shown upon the said Drawings and / or described in the said specifications and including in the said Bill of Quantities as the respective rates therein set forth amounting to the sum of Rs . /- (Rupees only) as therein arrived at and referred in 'LOI' or such other sum as shall become payable there under (hereinafter referred to as the said 'Contract Value').

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Value to be paid at the times and in the manner set forth by the said terms and conditions, the contractor shall upon and subject to the said terms and conditions execute and complete the works shown on the said drawings, and described in the specifications and / or bill of quantities.
2. The Employer shall pay the Contractor the said Contract Value or such other sum as shall become payable at times and in the manner specified in the said terms and conditions.
3. The said Terms and Conditions and Appendices (hereto and Addendum / Corrigendum shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by submitting themselves to the said terms and conditions and perform the agreement on their part respectively in the said terms and conditions contained.
4. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of the entire work as defined in the contract documents to be paid for according to actual measured quantities at the rates contained in the bill of quantities or as provided in the said Contract documents.
5. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, and other ancillary works in the manner laid down in the said terms and conditions.
6. The Employer reserves to itself the right of altering She Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
7. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him and formal work order is issued as provided for in the said terms and to complete the entire work within **30 days** from the date of commencement.
8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Saharanpur and only courts in Saharanpur shall have jurisdiction to determine the same.
9. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Engineer /

Employer.

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official / through its Power of Attorney holder

As caused these presents and the said duplicate hereof to be executed on its behalf, the place, day, month and year first hereinabove written. Premises

SIGNED AND DELIVERED by the Oriental Insurance, the hand of
Shri _____, Premises Department.

In the presence of

i)

ii)

SIGNED AND DELIVERED by the Contractor (_____) by the hand of Shri.
_____, The authorized official.

In presence of

i)

ii)

Annexure-II**BANK GUARANTEE FOR INITIAL SECURITY DEPOSITE**

This AGREEMENT OF GUARANTEE executed at Dehradun on this day of /2017 by, constituted under the Act, 1955 and having their Central Office at amongst other places branch at , (hereinafter referred to as "The Guarantor" which expression shall include its successors and assigns) in favour of _____, a Corporation established under the **Oriental Insurance Regional office, 24-A- Ncr Plaza, 3rd Floor, Hathi Barkala, New Catt Road, D.Dun (UK)**. (Hereinafter referred to as "**Oriental Insurance**" which expression shall include its successors and assigns).

WHEREAS

1. Oriental Insurance is desirous of getting allotted to it for the purpose by and have invited tenders for the said works through its

AND WHEREAS ORIENTAL INSURANCE after considering the tenders received pursuant thereto by its letter no. dated- /2017 accepted the tender given by, a registered company having its business at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof deemed to include its his / her heirs, legal representatives, executors, administrators and assigns.

AND WHEREAS in pursuant to the acceptance of the Tender of the said contractor, ORIENTAL INSURANCE has issued a Letter of Intent No. Dated, /2017 which has been duly accepted by the Contractor.

AND WHEREAS it is one of the terms of the said tender / contract that the contractor shall deposit with Oriental Insurance as initial security deposit of Rs. /-(Rupees only) being the % of the accepted tender / contract value (inclusive of EMD) agreed by the Contractor at the time of submitting the tender which shall not bear any interest and which shall be liable for forfeiture in the event of the contractor failing to observe any terms of the tender / contract or non-complying with the conditions of the tender / contract.

AND WHEREAS as the request of the Contractor Oriental Insurance has agreed not to insist for the Initial Security DEPOSIT and accept a guarantee from the Guarantor in lieu thereof as hereinafter contained.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

- I) In consideration of OI agreeing not to insist upon the Initial Security Deposit and accepting this Guarantee in lieu thereof from the Contractor for the sum of Rs /-(Rupees only) we the Guarantor hereinabove mentioned hereby unconditionally and irrevocably guarantee unto OI that the Contractor will diligently, efficiently and the tender conditions within the time stipulated therein to the full satisfaction of OI and its Architects failing which the Guarantor shall forthwith on demand by OI, without demur or protest and without recourse to the contractor or anybody else pay unto OI the sum of Rs, /-(Rupees only) to OI at Dehradun.
- II) It is agreed that notwithstanding what is contained hereinabove OI shall be entitled to invoke this guarantee if the contract with the contractors is terminated either by OI as provided in the contract / tender conditions and a certificate issued by OI to the effect that the contract is so terminated shall be conclusive and binding upon the Guarantor.

III)The Guarantor hereby further covenants that

1. The guarantor shall pay forthwith the aforesaid sum on demand made in writing by OI without any demur or protest and without any recourse to the contractors or anybody else and notwithstanding any dispute or difference that may arise between OI and the contractor.
2. That this guarantee shall be continuing guarantee and shall be revoked by the Guarantor without prior consent in writing of OI.
3. That the notice of demand in writing issued by OI shall be conclusive proof as regards the amount due and payable to OI under this guarantee and shall not to be disputed by the Guarantor.
4. That the decision of OI on the breach of any of the terms and conditions of the Contract / tender by the contractor of their failure to perform obligations or discharge their duties under the said tender shall be final and binding on the Guarantor and shall not be disputed by the Guarantor inside or outside the court, tribunal, arbitration or other authority.
5. The Guarantor shall also indemnify and keep OI indemnified against all losses, damages, costs, claims and expenses whatsoever which OI may suffer, pay or incur by reason of or in connection with such default on the part of the Contractor in their performance obligations including cost of any legal proceedings if any, which may be initiated against OI.
6. That any neglect or forbearance on the part of OI in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by OI to the contractors or any variation the said tender / contract made by mutual agreement between OI and the contractors or any other act or deed on the part of OI which but for this clause may have the effect of discharge the Guarantor from its obligations herein and the Guarantor shall be discharged only by compliance by the contractor of all their obligations, duties, under the said tender / contract and recovery / repayment in full to OI.
7. That this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the contractor to submit the said tender and enter into the said contract or any change in the constitution or dissolution of the contractor or change in the name of the said firm.
8. We, as guarantors hereby agree that without our concurrence or notice to us, the Contractors and OI shall be at liberty to vary, alter or modify the terms and conditions of the said Tender / Contract and in particular to defer, postpone or revise payments on such terms and conditions as may be considered necessary by OI and the Contractor. We as Guarantors agree that the liability under this guarantee shall be in no manner be affected by any such variations, alternations, modifications, waiver, dispensation with or release of security and that no further consent of us as Guarantors is required for giving effect to any such variations, alterations, modifications, waiver, dispensation with or release of security liability.
9. That it shall not be necessary for OI to exhaust its remedies against the contractors before invoking this guarantee and the guarantee herein contained shall be enforceable against the Guarantor notwithstanding any other security which OI may have obtained or may obtain from the contractors or may at the time when this guarantee is invoked be outstanding and unrealized.
10. To give effect to this guarantee, OI may act as though the guarantors are the Principal Debtors to OI.
11. That the Guarantor hereby agreed that this guarantee shall be valid and be in force for a period

upto _____ and claim period upto - _____ and the Guarantor hereby agrees to renew this guarantee at the request of OI in the event of the work given to the contractor under the said tender / contract is not completed the time of competitor and the virtual completion certification is not issued by the Engineer and till written consent is not given by OI discharging this guarantee and such renewal shall be entirely at the cost and the expense of the contractor.

12. Notwithstanding anything to the contrary contained hereinabove our liability under this guarantee is restricted to Rs. _____ /- (Rupees _____ only) and any claim arising under this guarantee shall be preferred by OI within a period of months from the aforesaid date of expiry of this guarantee or in the event of any renewal by such renewed date, and unless the claim or demand is so preferred against (he Guarantor, the guarantor shall stand discharged from all its liabilities hereunder.

IN WITNESS WHEREOF THE WITHIN NAMED GUARANTOR HAS CAUSED THESE PRESENTS TO BE EXECUTED ON ITS BEHALF BY THE HAND OF ITS DULY AUTHORISED OFFICIAL ON THE DATE AND AT THE PLACE HEREIN ABOVE WRITTEN.

Signed and delivered for
And on behalf of the _____
The Guarantor herein by the hand of
Shri. _____ its duly authorized official

Note:- Power of Attorney of Executor (bank Official should be enclosed with the Bank Guarantee)

Annexure - III**INDEMNITY BOND**

Know all men by these present that we M/s.-----company

within the meaning of Companies Act 1956 and having registered office at

(Hereinafter referred to as "the indemnifier") do hereby execute indemnity bond in favour of Oriental Insurance (OI) having their **Oriental Insurance Regional office, 24-A- Ncr Plaza, 3rd Floor, Hathi Barkala, New Catt Road, D.Dun (UK)**

WHEREAS the OI have appointed _____ as the Contractors for their proposed work of **Interior Work For Divisonal Office, Saharanpur For The Oriental Insurance Co Ltd., Dist. Saharanpur , Under RO Dehradun U/K**. One of the terms of the said agreement is that the indemnifier shall keep OI indemnified against all losses, damages, costs claims or expenses whatsoever which OI may suffer, pay or incur by reason of or in connection with such default in performance of its obligations including cost of any legal proceedings, if any, which may be indemnified by OI. Accordingly the indemnified execute these presence as hereinafter appearing.

THIS DEED WITNESS AS FOLLOWS:

We, _____ hereby do indemnify and save harmless OI against and from:

1. any third party claims, civil or criminal complaints / liabilities, site mishaps an other accidents of. disputes and / or damages occurring, or arising out of any mishaps at the site due to fault work, negligence, faulty construction and / or for violating any law, rules and regulations in force, for the time being while executing / executed civil works by us.
2. any damages, loss or expenses due to resulting from any negligence or breach of duty on the part of us any sub-contractor (s), if any, servants or agents.
3. any claim by an employee of ours or sub-contractors 9s), if any, under the Workmen Compensation act, 1923 and Employer's Liability Act, 1938 or any other law rules and regulations in force for the time being and any acts under any law in respect of injuries to persons or property arising out of and in course of execution of the contract work and / or arising out of and in the course of employment of any workmen / employee.
4. any act or omission of ours or sub-contractor(s), if any, our / their servants or agents which may involve any loss, damage, liability, civil or criminal action.
5. all losses, damages, costs, claims and expenses whatsoever which SBI may suffer, pay or incur by reason of or in connection with such default on the part of the indemnifier / contractor in performance of its obligations including cost of any legal proceeding, if any, which may be initiated against SBI.

IN WITNESS WHEREOF THE indemnifier has caused these presents by the duly authorized official at the place and on the day, month and year written herein below:

Dated _____ day of _____ 2017 at Dehradun

SIGNED AND DELIVERED BY THE
WITHIN NAMED INDEMNIFIER.

Annexure - IV**INDENTURE FOR SECURED ADVANCE**

THIS INDENTURE made the _____ day of, _____ 2017 at Dehradun between (Hereinafter called the contractor which expression shall where The context so admits or implies be deemed to include has executors, administrators and the assigns) of one part and Oriental Insurance having its **The Oriental Insurance Co Ltd., Regional office, 24-A- NCR Plaza, 3rd Floor, Hathi Barkala, New Catt Road, D.Dun (UK)** (hereinafter called the OI which expression shall where the context so admits or implies be deemed to include its successors in offices and assignees) of the other part.

WHEREAS by an agreement dated at Dehradun (hereinafter called the said agreement) the contractor has agreed to execute the

AND WHEREAS the Contractor has applied to OI that he may be allowed advance on the security of materials absolutely belonging to him and brought by him lo the site of the works for the use in the execution of the works as he has undertaken (o execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) and whereas OI has agreed to advance to the contractor an amount up to _____ % of the item rate as decided by the Engineer or % of the net cost of the material brought and stocked at site on the scrutiny of the quantities and other particulars of the materials, on the scrutiny of which the advance or advances are made as detailed in the secured advance account forming part of the running account bill preferred from time to time and signed by the contractor for the said works.

NOW THIS INDENTURE WITNESSE that m pursuance of the said agreement and in consideration of amounts aggregating to the sum of Rs. _____ /- (Rupees _____ only) on or after the execution of these presents paid to the contractor by OI (The receipt whereof the Contractor hereby acknowledge) contractor doth hereby covenant and agree with OI and declare as follows;-

1. That the said sum aggregating to the to Rs. _____ /- (Rupees _____ only) so advance by the OI to the contractor as aforesaid shall be employed by the contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said running Account Bills which have been offered to 'and accepted by OI as Security and absolutely the Contractor's own property, and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of material in respect of which are not absolutely tills own property and free from encumbrances of any kind and the contractor hereby agree to indemnify the OI against all claims to any material in respect of which an advance has been made to him as aforesaid.
3. That the materials detailed in the said Running Account Bills (hereinafter called the said materials) shall be used by the contractor solely for the execution of the said works in accordance with the direction of the Engineer and in terms of the said agreement.
4. That the Contractor shall make it his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all time be open to inspection, by the event of the said materials or any part thereof being stolen, destroyed or damaged the contractor will forthwith replace the same with other materials of tike quality or repair and make good the same as required by the Engineer.
5. That the said materials shall not on any account be removed from the site of the said work except with the written permission of the Engineer or an officer authorized by him on that behalf.
6. That the advances shall be payable in full when or before the contractor received payment from the OI of the price payable of him or the said work under the terms and the provisions of the said

GENERAL SPECIFICATION FOR WORKS

The detailed specifications given herein for the items of works described in the schedule of quantities attached herein, and shall be guidance for proper execution of work to the required standards. It may also be noted that the specifications are of generalized nature and these shall be read in conjunction with the description of item in schedule of quantities and drawings. The work also includes all minor details of construction which are obviously and fairly intended and which may not have been referred to in these documents but are essential for the entire completion in accordance with standard Engineering practice.

Unless specifically otherwise mentioned, all the applicable codes and standards published by the Bureau of Indian Standards latest revision and all other standards which may be published by them before the date of receipt of tenders, shall govern in all respects of design, workmanship, quality and properties of materials and methods of testing, method of measurements etc. In case there is no I.S.I. (B.I.S) specification for the particular work, such work shall be carried out in accordance with instructions in all respects, and requirements of the Client/Consultant.

The contractor shall take instructions from the Client/Consultant regarding collection and stacking of materials. No building materials shall be slacked on areas where other buildings, roads, services, compound walls etc. are located / being used.

The contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased delivery is contemplated, this provision shall apply to each phase.

The contractor shall clear the site thoroughly of all scaffolding materials and rubbish, etc. left out of this work to the satisfaction of the Client/Consultant before the work is considered as complete.

In case any difference or discrepancy between the specifications / drawings and the description in the schedule of quantities, the schedule of quantities shall take precedence. In case of any difference or discrepancy between specifications and drawing, the specifications shall take precedence.

Site books / Reports

For the purpose of quick communication between the Consultant and the Contractor or his Agent or representative, Site Instruction Books shall be maintained at Site in the manner as described below.

Any communication, relating to the works, may be conveyed through records in the Site Instruction Books. Such communication from the consultant to the contractor shall be deemed to have been adequately served in terms of the contract. Each Site Instruction Book shall have machine-numbered pages in triplicate and shall be carefully maintained and preserved by the Contractor. Any instruction or other orders which the consultant may like to issue to the Contractor may be recorded by him in the Site Instruction book and one copy thereof issued to the Contractor.

Furnishing of Reports, Statements, returns, etc., by Contractor

All reports, statements, returns, diagrams, or drawings, etc., which the Contractor is required to submit during the progress of the works to the Consultant shall unless otherwise directed, to be furnished in triplicate and at expense of the Contractor./

Materials & Samples

1. The whole of the materials / fittings / equipments employed in connection with the permanent work shall be new and of the best quality and description of their respective kinds and shall conform to the relevant Code (latest applicable standard) and to the approval of the consultant. The Contractor shall be responsible to ensure that the material used is suited to the specific conditions including the climatic and environmental conditions prevailing at the site.
2. All proprietary material shall be of approved make and the type as stipulated. A list of approved makes are given at the end of this document. It will be deemed that the Contractor has priced the respective items on the basis of those approved makes. However, it shall be the prerogative of the client to choose any particular make among the list as the most appropriate one and the Contractor shall be bound to provide the same without any variation in the contract rate.
3. **Approval of Manufacturers**
Sufficiently before ordering materials of any description, the Contractor shall submit samples to the Consultant along with the names of the manufacturers and / or supplier proposed and shall obtain approval thereof in writing from the Consultant well in advance of commencement of work & procurement of materials at site for use./

4. Copies of orders

The contractor shall supply to the Consultant in triplicate copies of all orders placed by him for the supply of materials or any item of permanent work or materials for the fabrication thereof. The specialist sub -contractors, also shall supply, through the Contractor, three copies of all orders they may place for items of work or materials for fabricating any article or thing for which they have been sub-contracted.

5. Samples of materials and work

- a) Irrespective of the fact that some specific make or type of material has been stipulated. No material shall be supplied or used on permanent works until the samples of the same are prepared / submitted and have been approved in writing by the Architect.
- b) In addition to special provision made hereinafter as to sampling and testing of materials by particular methods, samples of all materials and work proposed to be employed in the execution of the work may be called for at any time by the Consultant and shall be submitted to the Consultant for approval without delay by the Contractor. The Contractor shall arrange for the carriage of the same to enable the tests and analysis thereof to be made.
- c) Samples of materials of all trades / disciplines supplied shall be such as to have a clear idea of the general type and characteristics of the whole of the materials to be used in the work. No plea regarding samples supplied being not representative of the whole of the material will be acceptable. In case it is not practical to bring or make the sample, the Contractor shall arrange for inspection at the Sub-Contractor's / Supplier's shop or works at his own cost. In the event of the Contractor not submitting for the approval of the Consultant samples of materials of satisfactory quality and workmanship, the Consultant shall have the power to specify any particular manufacturer or merchant for the supply of such materials and the Contractor shall, without extra charge, obtain such materials from the said manufacturer or merchant. Before submitting samples for approval to the Consultant the Contractor shall satisfy himself that it is in accordance with the requirement of the contract. The samples shall also be submitted sufficiently early for all procedures to be duly completed including rejection and re-submissions if required, so that the approved programme of work is not adversely affected in any way.
- d) Samples, when approved, will be retained by the Consultant at site office until the completion of the project and for this purpose suitable labeled boxes for storage of samples shall be provided by the Contractor.
- e) The Consultant shall be at the liberty to reject all materials and workmanship at any stages, which are not at least equal in quality and character to such approved samples.
- f) The Contractor shall when required by the Consultant furnish all information as to quality, weight, constituent substances, dimensions, levels, strength and description of the materials, test results, full and accurate records of the dimensions and positions of all new work and any other information necessary, and works and give the Consultant such other particulars as may be required promptly.

Inspection and Testing of Materials

The Consultant shall be kept informed as to the progress of all works being carried out or materials being manufactured, prepared or supplied so that he may be able to make such arrangements for inspection, testing and analysis as he may desire. Wherever considered desirable by the Consultant, representative will be sent to the Contractor's, Sub-Contractor's and / or manufacturer's premises to test the materials or inspect their manufacture. The Contractor shall attend to the Consultant or his representative during such inspection to be carried out satisfactorily. Should the Consultant decide not to send a representative to the said premises, the Contractor shall obtain from the Manufacturer's certificate of test, proof sheets, mill sheets, showing that the materials have been tested satisfactorily in accordance with the requirements of the specification relating thereto, but neither omission of the Consultant to send an Inspector nor the

production of manufacturer's certificates of test shall affect the liberty of the Consultant to reject after delivery of any material found not to be suitable or not in accordance with the specifications.

The Contractor shall provide means of identification of the materials delivered at the site with the corresponding certificate of test and manufacturing batch numbers.

As soon as the materials are delivered at the site the Consultant shall be informed. Notwithstanding any test that the Consultant may direct to be carried out at the Contractor's, Sub-Contractor's and / or Manufacturer's premises the Consultant shall be at liberty to carry out any further test he may desire after delivery of materials at the site and may reject any or all materials which fail to comply with the approved sample or the required specification, Only after the approval of the materials delivered at the site the same shall be used at the works and such approval shall not relieve the contractor from fulfilling the obligations under the contract.

The Contractor shall prepare and provide such and so many test pieces of the various materials as the Consultant may, from time to time, direct or as may be specified and the Contractor shall analyze, test and weigh all materials in such manner and at such time or times and in such place or places as may be specified or directed by the Consultant.

Materials shall be packed, transported, handled and stored on the site carefully and in a satisfactory manner so as to prevent any damage and / or deterioration of any kind either during transit or storage. Certain perishable materials like cement, lime, fittings, doors, windows, glass, etc. are stored in covered godown to save them from sun, rain etc.

Rejected Materials

Should the Consultant at any time condemn any material or goods intended for use in the works as: -

a) Being inferior to samples previously approved.

OR

b) Having deteriorated in transit or on storage or on the site so as to be no longer fit for incorporation in, the permanent works.

OR

c) Not complying with the specification.

The Contractor shall promptly remove all such material from the vicinity of the works to the satisfaction of the consultant and confirm in writing immediately after removal.

Should the Consultant discover on the works any material other than those approved, he may order their immediate removal from the site and the Contractor shall forthwith remove the unapproved materials from site within 48 hours. Any work executed with inferior material is to be taken out and reinstated with approved material at the Contractor's expenses and within the contracted time period.

List of Proprietary Materials

The Contractor shall submit a comprehensive list of all proprietary articles and materials used in the works containing catalogue reference numbers, color shades, etc., and the manufacturer's and or supplier's names, addresses and where

appropriate, suppliers names and addresses including a price list GIF to the site of works. This list in approved format shall be complete in all respects. Failure to submit the above first will defer issue of the 'Completion Certificate'.

Contractor to satisfy himself regarding all requirements

The Contractor shall satisfy himself as to the full extent and character of the work's supply and conditions affecting labor, materials and plant, requirements of the Employer's safety and Health Regulations and all local conditions and restrictions affecting the works and provide for the same

The responsibility for carrying out the works and the methods to be adopted under this Contract shall rest solely with the Contractor subject always to the approval by the Consultant of the Contractor's proposals. Such approvals shall not, however, relieve the Contractor in any way of his responsibility for the proper execution of works in accordance with the Contract.

Care of Works and Properties

The Contractor shall so conduct his operations as not to damage, close or obstruct any utility, highway, road or other property until permits thereof have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, the Contractor shall, at his own cost, make such repairs and provide such temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to the Consultant and / or the owner of the utility, highway, road or other property.

First Aid Service

The Contractor shall make his own arrangements for treatment of accident / casualties on the site in such first-aid units as may be thought necessary. The whole of the arrangements for the First Aid Service shall comply with local Health Authority Regulations and shall at all times be subject to the approval of the Consultant and the Contractor shall carry out any instruction given by the Consultant in this respect.

Progress Photograph

The Contractor shall arrange to take Progress Photograph fortnightly. The number and positions from which the photographs are to be taken shall be directed by the Consultant.

Facilities, Attendance etc. On Nominated Sub-Contractors

The Contractor shall allow for the provision of facilities, attendance etc. for the nominated sub-contractors.

These facilities, attendance etc. shall include: -

- i) Storage facilities for plant, tools and equipment and products and materials; ii) The use of sanitary accommodation, medical and welfare facilities;
- iii) Facilities as described in clauses keeping site clean, providing drinking water and construction water and proper lighting at work area, access, scaffolding etc., hereof;
- iv) Watching and lighting and protection of their work as necessary.

Dispatch of Material

Materials shall not be dispatched from the Manufacturer's works or to the site without authority from the Consultant. The Consultant shall be informed prior to dispatching the materials.

GENERAL SPECIFICATION FOR WORKS

This Specification is for work to be done, item to be supplied and materials to be used in the works as shown and defined on the drawings and described herein, all under the supervision and to the satisfaction of the Consultants.

- 1.1 The workmanship is to be the best available and of a high standard, use must be made of a special trades men in all aspects of the work and allowance must be made in the rates for doing so.
- 1.2 The materials and items to be provided by the Contractor shall be approved by the Client Consultants in accordance with any samples which will submitted by approval by Contractor and generally in accordance with the Specifications. Also if products are specified in the Specification and/or bill of brand, trade name or catalogue reference, the contractor will required to obtain the approval of the Consultants before using the materials. The Contractor shall produce all invoices, vouchers or receipts for any material if called upon to do so by the Client/Consultants.
- 1.3 Samples of all materials are to be submitted to the consultants for approval before the Contractor orders or deliver the materials at site. Samples together with their packing are to be provided free of charge by the Contractor and should any materials to be rejected, they will removed from the site at the Contractor's expense. All samples will be retained by the Client/Consultants for comparison with materials, which will be delivered at the site. Also, the Contractor will be required to submit specimen finishes of colors, fabrics etc. for the approval of the Consultants before proceeding the work. The Contractor shall be responsible for providing and maintaining and boxing or other temporary works required for the protection of dresses or finished work if left unprotected. He is also to clean out all shelving's, out ends and other waste from all parts of the works before coverings./
- 1.4 Templates, boxes and moulds shall be accurately set out and rigidly constructed so as to remain accurate at the time they are in use.
- 1.5 All unexposed surface of timber e.g. partition / paneling frames, false ceiling, backing fillets, backs of door frames, cupboard framing, grounds, etc. are to be treated with two coats of approved timber preservative and anti termite paint before fixing or converging.
- 1.6 Only first class workmanship will be accepted. Contractor shall maintain uniform quality and consistency in workmanship throughout.

- 4.3 The compound for glazing to metal is to be a special non-hardening compound manufactured for the purpose and of a brand and quality approved by the Client/Consultants.
- 4.4 While cutting glass, proper allowance be made for expansion. Each square or rectangle of glazing to be in one whole sheet. On completion of work contractor shall clean all glass inside and cut, replace all cracked scratched and broken panes and leave in good condition.

5.0 PAINT AND POLISHES:

- 5.1 All material required for the works shall be of specified and approved manufacturer, delivered to the site in the manufacturer's containers with the seals etc., unbroken and clearly marked with the manufacturer's name or trade mark with a description of the contents and color. All materials are to be stored on the site of the work.
- 5.2 Spray painting with approved machines will be permitted only if written approval has been obtained from the Client/Consultants prior to painting. No spraying will be permitted in the case of priming coat, nor where the soiling of adjacent surfaces is likely to occur. The buzzle and pressure to be so operated as to give an even coating throughout to the satisfaction of the Client/Consultants. The paint used for spraying is to comply generally with the specification concerned and is to be specially prepared by the manufacturer for spraying. Thinning of paint made for brushing will not be allowed.
- 5.3 Wood preservative shall be Solignum or other equal and approved impregnating wood preservative and all concealed wood work shall be treated with wood preservative and anti termite treatment with Termiseal or equivalent chemical.
- 5.4 All brushes, tools, pots, kettles etc. used in carrying out the work shall be clean and free from foreign matter and are to be thoroughly cleaned out before being used with a different type of class of materials.
- 5.5 All iron or steel surfaces shall be thoroughly scraped and rubbed with wire brushes and shall be entirely free from rust, mill scale etc. before applying the priming coat
- 5.6 Surfaces of new wood work to be painted are to be rubbed down & cleaned to the approval of the-Consultants.

6.0 UPHOLSTERY

- 6.1 This will be of first class standard workmanship with webbing, no-sag springs, coiled springs, padding and filling as specified on drawing. Covering fabrics will be see tufted, and corded as show on the drawing and as approved by the Client Consultants.

7.0 POLISH

- 7.1 French Polish:-
The basic material shall be shellac dissolved in ethylated spirit.

Preparation: -

The limber must be well sanded and cleaned and the grain filled with grain filler. Any staining must be done before applying the polish.

Equipment: -

The polishing rubber the most important implement in French polish shall consist of a pad of cotton wool, which acts as a reservoir for the polish, and a cover of soft white linen or cotton fabric, similar to a well-worn handkerchief, which acts as a fitter. The rubber must never be dipped into the polish; it should be changed by pouring the polish on to the pad with the cover removed.

Application:-

Work evenly over the surface with a slow figure-of-eight motion until the timber is coated with a thin layer of polish. The object is to apply a series of thin coats, allowing only a few minutes for drying between the coats. When a level and even-bodied surface is obtained the work is ready for the second stage i.e. spiriting off. Allow the work to stand for at least eight hours, then take a fresh rubber with a double thickness of cover material and charge it with methylated spirit. The object of spiriting off into and remove the rubber marks and to give the brilliance of finish. Finally, work in the direction of the grain and continue until the surface is free from smears and rubber marks then leave to harden off.

7.2 Wax Polish:-

Wax polish shall contain silicon's and driers. A good silicon wax is to be used not a creamy or spray. The timber shall be sealed first with another finish such as Ronseal before applying the wax.

Application:-

Apply a light coat of the sealer by brush or cloth direct to the unfilled timber, working it well in and finishing evenly with the grain. Allow to dry thoroughly then sand lightly with fine abrasive paper. Apply a heavy coat of wax by cloth or on flat surfaces, with a stiff brush. Work it well into the timber and finish off by stroking with the grain before leaving to harden. Leave for several hours before rubbing up with a soft brush. Finally, buff the grain with a soft doth.

7.3 Transparent Colored Polyurethane (Melamine)

This shall be applied where natural grain of the wood is required to show. Polyurethane gives tough surface which resist chipping, Scratching and boiling water.

Application:

Clean off all grease and wax with an abrasive and white spirit, this should not be applied in humid conditions. Apply the first coat, preferably of clear hard glaze with a cloth pad. Leave this to dry for at least six hours, then apply further coats with a paint brush. If you wait for longer than 24 hours between coats, rub down the previous coat with fine glass paper or a medium grade of steel wool, Obtain a malt finish, if required, by giving a final coat of clear Renseal Matt coat.

8.0 Timber:

- 8.1 Only seasoned and chemically treated BTC/CPTW/ Sal wood / matching wood to be used, as specified.
- 8.2 All the wood shall be properly seasoned, natural growth and shall be free from worm holes, loose or dead knots or other defects, saw die square and shall not suffer warping, splitting or other defects.
- 8.3 The moisture content shall not exceed 12%.
- 8.4 All Internal frame work shall be treated with approved wood preservative and anti termite chemical.

- 8.5 All wood brought to site should be clean shall not have any preservative or other coating / covering.
- 8.6 All rejected decayed, bad quality wood shall be immediately removed from site.
- 8.7 All wood brought to site must be stacked-stored properly as per instructions.

9.0 PLYWOOD

- 9.1 BWR Plywood conforming to IS: 303 as specified in the approved list of manufacturers shall only be used, (commercial plywood not to be used).
- 9.2 Only teak wood particleboard shall be used. Particleboard shall be phenol formaldehyde bonded and generally conform to I.S. 3087-1965.
- 9.3 Only 3 mm to 4 mm thick straight grained group matching approved veneers shall be used.

TECHNICAL SPECIFICATIONS FOR CIVIL WORKS

General Civil Works

This specification covers the general requirement for excavation brick masonry, plastering, flooring, doors, windows, ventilators, wood work, water proofing, painting, plumbing and sanitary work etc., and such other related work forming a part of this job which may be required to be carried out though not specifically mentioned above. The work under this specification shall consist of furnishing of all tools, plants, labour, materials, any and everything necessary for carrying out the work.

Brickwork

Material-Bricks

Bricks shall be sound, hard, homogeneous in texture, well burnt in kiln without being vitrified, table molded, deep red, cherry or copper colored of regular shape and size and shall have sharp and square edges and parallel of faces. The bricks shall be free from pores, chips, flaws or humps of any kind. Bricks containing ungrounded particles and/or which absorb water more than 1/6th of their weight when soaked in water for twenty-four hours shall be rejected. The bricks shall give clean/ringing sound when struck and shall have minimum crushing strength of 50 kg/sq cm. Sample bricks shall be submitted to the consultant for approval. If demanded by Consultant brick sample shall be got tested as per I.S.-3495 by Contractor at no extra cost to Corporation. Brick rejected by Consultant shall be removed from site within 24 hours.

Mortar

The sand used shall be free from clay, shale, loam, alkali and organic matter and shall be of sound, hard, clean and durable particles. Sand shall be approved by consultant. The mixed mortar shall be used within 25 minutes of mixing. Mortar left unused beyond 25 minutes shall be rejected.

Workmanship

Workmanship shall conform to I.S. 2212. All bricks shall be thoroughly soaked in clean water for at least one hour immediately before being laid. The cement mortar for brick masonry shall be as specified in the respective item of work. Brickwork 230 thick and over shall be laid in English bond unless otherwise specified. 115 mm. thick work shall be laid with stretchers. The thickness of joints shall be well filled with mortar with minimum thickness of 6mm and maximum thickness of 10 mm. The face joints shall be raked to a minimum depth of 12 mm by raking tools daily during the progress of work when mortar is still green. The face of brickwork shall be cleaned daily and all mortar droppings removed. All brickwork shall be built tightly with chicken mesh / dowels etc. against columns floor slabs or other structural members. Miscellaneous inserts in masonry e.g. sleeves, wall ties, anchors conduits, structural steel, steel lintels, doors, windows shall be installed by the Contractor at no extra cost to the Corporation.

It shall be clearly understood that the rates quoted by the contractor include for fixing of inserts, leaving openings, cutting chases etc. and necessary curing etc. complete.

Measurement

The quantities measured and paid for shall be those actually executed after making necessary deductions for opening etc.

Plaster Work**Material**

The proportion of the mortar shall be as specified under the respective item of work. The quality of water, sand and cement shall be as per respective I.S. code. The mortar shall be used immediately after mixing and in no case shall be allowed to stand in more than 25 minutes after mixing with water.

Workmanship

The surface to be rendered shall be washed with fresh clean water, free from all dirt, loose material, grease etc., and thoroughly wetted for 6 hours before plastering work is commenced, concrete surfaces to be rendered will however be kept dry. The wall should not be too wet but only damp at the time of plastering. Curing as per applicable Indian Standard code shall be done by the Contractor.

Internal Plaster: -

This plaster shall be laid in a single coat upto 20 mm thickness. The mortar shall be dashed on the prepared surface with a trowel and finished smooth by wooden floats. Interior plaster shall be carried out on jambs, lintels, sills, soffits as shown in drawing or as directed by Architect. Rate quoted shall be deemed to include plastering of all surfaces and no separate payment will be considered for any particular, surface like jambs etc.

Curing: -

Curing of both interior plaster shall be started as soon as the applied plaster has hardened enough so as not to be damaged. Curing shall be done by continuous applying water in a fine spray.

Contractor shall note that the work to be carried out is in the newly constructed building. At places the thickness of plaster may go higher than specified thickness. In such event Contractor shall provide chicken mesh and perform plastering in layers without additional cost.

Measurement

The quantity of work to be paid for under this item shall be calculated by taking the projected surface of the area plastered after making necessary deductions for opening, doors, windows, fan openings etc. The actual plasterwork carried out on jambs of doors, windows openings etc. shall be measured and added. However for purposes of payment, under this item plaster work carried on surface of items of work, which include plaster finished shall not be taken into account.

Admixture

If directed by Consultant, the Contractor shall use approved water proofing/water reducing admixtures in the mortar for plasterwork, in the proportion and method prescribed by the manufacturer. Payment shall be made for actual quantity of such admixtures used unless it is already covered in the rates for the work concerned.

Crack-fillers:

The brand and quality of material used for crack filling of old plastered surface should be as per the recommendation of the Architect. The proportions prescribed by the manufacturer shall be observed strictly. The workmanship of the work should be to the satisfaction of the Architect.

Painting/White washing**Material**

Paints to be used for various items of work should be of approved make and colour. The Contractor shall obtain Consultant's approval in regard to the make and colour of paint that is proposed to be used for various items of work.

Workmanship

The painting work shall be carried out as directed by the Consultant, keeping however, in view the recommendations of the manufacturer. In case of plastic emulsion paint, all uneven surfaces shall be made up by use of putty of appropriate quality, after the surface has been thoroughly cleaned of all dust, dirt and sand papered. One primer coat and two or more coats of emulsion shall be applied. Workmanship shall conform to the requirements of I.S. 2S95.

White washing.

Wall to be thoroughly cleaned before white wash is applied. White wash shall be of ordinary fat lime and of good quality. It shall be slaked with an excess of water to the consistency of a cream and allowed to remain under water for 2 days. It shall then be strained through a cloth and 2 kg. Of clean gum added for every 1000 liters of white wash.

White wash shall be applied by brush or other approved mean.,

Measurement

The actual quantity of work carried out will be measured in Sqft. / sq. ml. after making deduction for openings etc., and shall be paid for.

Woodwork in doors, windows etc.**Material**

Wood used for all work shall be the best of class specified properly seasoned, suitable for joiner's work should be of natural growth, uniform in texture, straight grained, free from sapwood, dead knots, open shakes, boreholes, rot, decay and all other defects and blemishes and shall be approved by Architect.

Workmanship

The thickness specified for joiner's wrought timbers are unless otherwise specified, prior to planing and 3mm will be allowed from the thickness stated for each wrought face.

Doors, windows frames, transoms, mullions shall be rebated. All dimensions shall be as per drawings. The top framing member of doors and top and bottom framing of windows and ventilators shall project about 150 mm in brickwork. The verticals of door frame shall project about 50mm below finished floor. Surface coming in contact with brick work shall be painted with bitumen. Each of the door and window frame shall be provided with 3 nos. M.S. 230x 25x 6 M.S. flat split hold fasts on each side. These hold fasts shall be embedded in masonry. The work shall conform to I.S.: 4021. Any joiner's work which shall split, fracture shrink, or show flaws or other defects due to unsoundness, inadequate seasoning or bad workmanship, shall be removed and

replaced with sound material at the Contractor's expense.

The doors shall be paneled, glazed or solid flush doors or as described In item of work.

All doors shall have fittings such as hinges, handles, mortise, lock, tower bolts, door holder, stopper etc. as per Consultants drawing and shall be approved by Architect.

The workmanship of all door and window shutters shall conform to the requirements of I.S.1Q03 (part 1 & ii) and I.S. 2202 (part i).

Measurement

All doors, windows etc., will be measured in sq.mt. The measurement will be taken to the outside of framework exclusive of horns, projections etc. The rate quoted shall be all-inclusive such as nails, screws, glazing, fixtures, fittings providing peep holes, locking device, door closers, handles, doorstops etc. The rate shall also be inclusive of polishing/painting as described in respective items.

Vitrified Porcelino tile work in flooring and dado

Material

The tiles used shall be of premium quality approved make and of approved size and shade. The tiles shall be of standard size without warp and straight edges, true and even in shape and size and uniform colour.

Workmanship-Flooring

Tile shall be laid on a base of required bed thickness to match other type of flooring lime cement mortar (1 part cement: 2 parts lime: 6 parts sand). Neat cement shall be spread at the rate of 5 kg. per 1 sqm area over mortar before laying the tiles. The joints shall be filled with joint filling cement based compound. There shall be no hollow gaps left below the tiles.

Dado Work

The vertical surface shall be thoroughly cleaned and welled. Thereafter it shall be eventually uniformly covered with about 12mm thick 1 :2 cement mortar. The back of each tile to be fixed shall be covered with a thin layer of water proof tile adhesive cement and the tile shall then be gently tapped against wall and fixed as per adhesive cement manufacturer's instructions. The joints shall be very thin, uniform, perfectly straight and truly vertical. The joints shall be filled with joint filling cement based compound specially manufactured for the purpose.

Siporex Block masonry.

Material

Material shall be light weight foamed concrete blocks as manufactured by Siporex India Ltd.

Workmanship

Workmanship shall be as given by Siporex India Ltd., in their construction manual.

Measurement

Actual area constructed shall be measured and paid for after making

Waterproofing.**Material**

Brickbat used for the purpose of waterproofing shall be approved quality

Chemical

As per approved / specialist agencies specifications.,

Workmanship

Workmanship of this item shall be as per approved manufacturers specifications.

Measurement

Actual area covered shall be measured and paid for after making deductions for opening etc.

**LIST OF APPROVED AND NOMINATED MANUFACTURES/SUPPLIERS OF MATERIALS
AND SUBCONTRACTORS / INTERIOR WORKS**

NOTES: -

1. All materials to be used should be as per the list given below:
 - i. Use of equivalent make shall be only with prior approval from consultants & clients in writing. It must be at par with specified list below - in all respect any additional expenditure time due to this will be on contractors account & no claims shall be entertained.
 - ii. Contractor Should make payment to all suppliers / Sub contractor proportionately as per the payment received from client for the particular item of work otherwise client have full rights to make payment to the party directly to avoid any payment problem with supplier / sub contractor.
 - iii. Client / Consultant reserve the right to select / prefer the material from the approved list.

SR. NO.	MATERIAL	APPROVED MAKE / SUB-CONTRACTOR / SUPPLIERS	REMARKS
A	WOOD		
1.	Old Burma teakwood	No "specific supplier, contractor to obtain approval for samples. Well Seasoned & defect free	Open market material
2.	BTC	No specific supplier, contractor to obtain approval for samples. Well Seasoned & defect free.	Open market material
3.	CP- Teakwood	No specific supplier, contractor to obtain approval for samples. Well Seasoned & defect free	Open market material
4,	Hardwood	No specific supplier, contractor to obtain approval for samples, Well Seasoned & defect free	Open market material
5,	Wood to match the veneers to be used	Jalaram, Anchor, Eakbote.	

B	PLYWOOD		
----------	----------------	--	--

1.	Commercial ply	Greenply, Archid, Anchor or equivalent	
2.	BWR ply (IS: 303)	Archid, Greenply, Anchor or equivalent	
3.	Soft Board	Jolly Board or equivalent	
4.	Particle board	Ecoboard, Anchor, Novalek Or equivalent	
5.	MDF	Sonapan, Egger, or approved equivalent.	

SR. NO.	MATERIAL	APPROVED MAKE / SUB-CONTRACTOR / SUPPLIERS	REMARKS
6.	Block board (13:1659)	Anchor, Kenwood	Marine grade
7	Aluminum composite panel 2mm & 3mm thickness	Aluplex, Alucobond, Euro Bond, Alston (innovation)	
C	Decorative Veneers / Laminates		
1.	Veneers	Samrat, Green, Donear	Group match and lot to be approved
2	Laminate	Greenlam, Samratmica, Durian, Archid, Merino, Formica or equivalent	
D	GLASS		
1.	Glass	Asarti, Modiguard, Saint Gobian, Float Glass India.	
2.	Mirror	Modiguard, Prakash Mirror, Float Glass India.	
3.	Tempering or toughening of glass	Tuff glaze India Pvt Ltd., Impact safety glass works- Banglore, gold plus -Delhi, GSC Toughening -Pune.	
4.	Glass blocks	Fishta glass, Raj impel trading company.	
E.	ADHESIVES & PRESERVATIVES		
1.	Adhesive	Fevicol, Vamicol, Kitcol, Araklite, 3M, Vishwas-Korex.	
2.	Preservative	Termiseal, Bison, Solignum	
F	PAINTS & POLISHES		
1.	Interiors pain!, Acrylic, Luster, Enamel, Texture	ICI Deluxe, Nerolac, Asian. Jotun, Oikos	
2.	Exterior paint, Acrylic base	Weathersheild Nerolac	
3.	Exteriors paint Cement base	Snow cem, Nitco,	
4.	Fire retardant paint	Fire Tard, Shalimar, Viper, Nobel.	
5.	Polycoaling	MRF, Soivosol, Asian	
6.	Melamine	MRF, Soivosol, Asian	
G	HARDWARE		

1.	Screws	G.K.W. Nettlefold & approved equivalent.	
2.	Locks for cabinets	Godrej, Vijayan, CIEF, Natraj, ACME.	

SR. NO.	MATERIAL	APPROVED MAKE / SUB-CONTRACTOR / SUPPLIERS	REMARKS
3.	Floor Springs/ door closers	Dorma, Hafele or approved equivalent.	
	Handles & mortise locks -cabin doors	Dorse,-Nikamor equivalent.	
4.	Hinges (Brass/ SS finish)	GRASS, BLUM, Hefele, Mepla,	
	For cabin doors Brass oxidized (Railway lype).ar S.S finish.	ShaSmar, Vision, Natraj, Earl Bihari or approved equivalent make.	
5	Tower bolts- Brass oxidized or S.S	Shalimar, Vision, Natr^, Ear! Bihari or approved equivalent make.	
6	Key holes, door stopper / holder	Matching with handles.	
7.	KD- Fittings	Syntex / Grass / Mepla.	
8.	Sliding drawer channels	GRASS, BLUM, Mepla,	
9.	Metal side drawer channels.	Grass / Mepla / Blum,	
K	TILES		
1.	Floor tiles Vitrified b) Ceramic	Nitco, Asian, Johnson, Euro. Nitco, Kajaria, Johnson & Johnson.	
2.	Wall tiles a) Ceramic & glass mosaic	Nitco, Johnson, Kajaria, - Bissaza, Palladio, Italia	
3.	Paving tiles	Nitco, Eurocon, J& J	
L	CEMENT		
1.	Cement	Birla Super, Ultratech, ACC, Ambuja.	
2	Sand	Godavari River Sand Screened	
M	TILE ADHESIVE/ JOINT FILING	Bal Adhesive, Pidilite, Roff Chemical, Krishna chemical,	
N	WATER PROOFING	Sunanda chemicals, BAL Adhesive, Roff Chemicals, Pidilile, Ciba Geighy	

SR. NO.	MATERIAL	APPROVED MAKE / SUB-CONTRACTOR / SUPPLIERS	REMARKS
0	PLUMBING WORKS		
1.	G.I. Pipes	Tata, Zenith.	
2.	Stop-cocks	Jaquar, Bilmat	
3.	Bib taps	Jaguar, Bilmat.	
4.	C.P. Accessories	Jaquar, Bilmat.	
5.	Flush valves	Jaquar, Nelson.	
6.	Sanitaryware	Hind ware, Parryware	
7.	Stainless steel sink	Nirali, Sohag	
8.	Water-closet seat	Patel, Commander.	
9.	Wash basins	Parrywara, Hind ware.	
10.	European W,C.	Hind ware. , Parryware,	
11.	Urinal	Hind ware., Parryware.	
12,	C.I./P.V.C. Pipeline	LSI quality.	
P	ALUMINUM		
1.	Aluminum Sections	Jindal, Geeta Aluminum	
Q	FALSE CEILING		
1	Gypsum	India Gypsum or' Equivalent ISI Make	
2	Acoustical False Ceiling - Mineral Fibre Board	Armstrong, Hunter Douglas or Equivalent	
R	VENETIAN / VERTICAL BUND		
1	Venetian /Vertical Blinds	Vista, Mac Decor or Equivalent	
S	BOARDS		
1	White Boards	White Mark, Alkosign	
2	Frosted film	Garware, 3 M, or equivalent	
T	AIR CONDITIONING		
	G.I, Ducting	Jindal, Sai, Tata , Espat	
	Split Type AC	Carrier, Bluestar, Volla	
	Window Type	Carrier, Bluestar, Voltas	
U	TELEPHONE		
	Telephone Instruments	Siemens, Panasonic, Beetel, GE	
	Telephone Junction Box	Siemens, Grampian Greaves, Krone	
	Telephone Wires & cables	Finolex, Delton, Havells	

SR. NO.	MATERIAL	APPROVED MAKE / SUB-CONTRACTOR SUPPLIERS	REMARKS
	Telephone Sockets	LK, MK, Crabtree, MOS	
	LAN System cables & Components	Avaya, Amp, Krone	
	Active Switch fore Lan system	Cisco	
	Amplifier-Player Combined Unit	Yamaha, Sony, Philips	
	Speakers	Philips, Bosch	
	Volume Conrols	Pankaj, Philips	
	Under Floor Trunking & Accessories	MK, LK, crabtree, MDS	
V	ELECTRICAL		
	Elcb	Legrand /MG	
	Mcb	Legrand / MG	
	Lugs	Dowells / Lotus	
	Terminals	Essen / Elmex	
	PVC Insulated Wire 11QOV Grade	Polycab Finolex	
	Cat 6 wire	Finolex Make	
	Switches/ Switch-Board	MK, LK, crabtree, MDS	
	Metal Clad Switches socket Oultet	Legrand / MG	
	HRC Fuses	L&T/MG	
	Conduit PVC	Precision	
	Light Fixtures	Philips, Wipro, crompfon	
	Ceiling Fan	Crompton	
	LT switchgear	L&T/MG	
	Epabx	Matrix	
	Water Heater	Spherehot, Racold	
	Meter and CT's	AE/IMP/MECO/L&T	
	Cable	Polycab, CCI	

Note: Any other item not mentioned but required at site will be as per the final approval of Client / Consultant.

PREAMBLE TO SCHEDULE OF QUANTITIES

4.] Abbreviations

Rmt	-	Running Meter
Smt	-	Square Meter
Cum.	-	Cubic Meter
Q.R.O.	-	Quote rate only
c/o	-	Centre to Centre
C.P.	-	Chrome Plated
No.	-	Numbers
mm	-	Millimeter
G.I.	-	Galvanized Iron
A.C.	-	Asbestos Cement
C.I.	-	Cast Iron

- 5] All dimensions shown in drawings are in mm unless otherwise slated.
- 5.1] The quoted rate shall be all inclusive and cover the cost of material including wastage, freight, all types of taxes, duties, royalties, erection, construction, testing of materials, samples brought for approval, tools and tackles, plant and equipments, supervision, overheads, profit and any other expenditure incurred for completion of work as per drawings, specifications and to the full satisfaction of Client/Consultants.
- 5.2] The rates quoted shall be valid for working at all heights, depths and on all floor levels. No extra payment shall be made for scaffolding, staging, ladders etc., for transportation of men and material at higher or lower levels.
- 6] The item rate specification are indicative. The contractor will have to carry out the work in accordance with the drawings, technical specifications and/or other conditions laid down in tender document and to the full satisfaction of Client Consultants.
- 6.1] Quantities mentioned against respective items are approximate and can vary to any extent. Payment shall be made on actually executed quantities.
- 6.2] No claims shall be entertained in case of increase or decrease in quantities. Client / Consultants reserve the right to increase/decrease quantities of any item and also to add/delete any item in totality.
- 7) Client/Consultants reserve right of operating any item for any work on any floor.
- 8] All wooden frame work / member sizes mentioned as out of shall be full size with maximum painting tolerance of 3mm both ways.
- 9] Rates for painting and polishing shall include protection and cleaning of glass panels, fans, floor etc.
- 10] After completion of work the site shall be handed over absolutely clean, after ensuring that all laminates, floors, walls, etc. are spotless clean.

- 11] Rates of all items shall remain constant irrespective of floor level and no extra shall be paid for handling and stacking of material, removing debris etc. from the site.
- 12] Unless otherwise noted, the method of measurement will be as per I.S. 1200 (for method of measurements technical specification may be referred).
- 13] Client/Consultants reserve the right of operating all "Quote Rate Only" items.
- 14] Construction in medium density particle board /low density particle board / MDF Board / Gypsum board etc. shall be as per manufacturer's specifications & instructions including use of specified screws, bolts, channels etc.
- 15] Wherever contractor proposes to use equivalent¹ makes (i.e. other than specified) he shall obtain Client's prior approval. Client may consult Consultants before giving approval to the same. Any additional cost and time lost due to this will be on Contractor's account and no claims will be entertained.
- 16] Veneers to be used shall be of following types as approved by (he Consultants / Client: Teak, Sycamore, Beech, White Cedar, Mahogany, Walnut, Padauk, African mahogany, Golden Cedar or approved by consultant. Only group-matching veneers should be used.
- 17] All keyholes should be fixed with metallic key hole ring.
- 18] The back of marble slab should be applied with white cement paste before fixing. Granite must be checked for pore-city before laying and due treatment must be carried out to avoid patches etc.
- 19] The contractor should take approval for make & manufacturer from the consultants / Client before using any material which does not appear in the list of approved manufacturers
- 20] Rates for all plumbing fixtures, pipes, etc. should include cost of testing the same under required pressure as per relevant IS code.
- 22] The rate for concealed pipes should include cost of making good the wall or floor in which it has been concealed.