

**THE NEW INDIA ASSURANCE
COMPANY LTD.**
Regional Office, Office Code-340000
430-II, Niranjapur, Saharanpur Road,
Dehradun-248001
Tel-0135-2528429/ 431



दि न्यूइंडिया एश्योरेंस कंपनी लिमिटेड
रीजनल ऑफिस, ऑफिस कोड- 340000
430-II, निरंजनपुर, सहारनपुररोड, देहरादून-248001
दूरभाषन:-0135-2528429/ 431

CIN No.L66000MH1919GOI000526

TECHNICAL BID (Part-1)

e-Tender Reference No. HIG/MDDA/2023-24/02

e-Tender Document

For

Name of work : Providing & Fixing of Modular Type Kitchens& Wardrobes with
Miscellaneous works for Flats of New India Assurance
Company Limited at Dehradun.

Project Architect : M/s Vaastu Vikalp Architects, Meerut.

Last Date : On 20/12/2023 upto 15:00 hours
of Submission

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NOTICE INVITING TENDER

Tender Reference No. HIG/MDDA/2023-24/02

The New India Assurance Co. Ltd., Regional Office - 340000 intends to invite Online Tenders from the eligible contractors for the work of **Providing & Fixing of Modular Type Kitchens & Wardrobes with Miscellaneous works for Flats of New India Assurance Company Limited at Dehradun.**

The completion period of work will be 60 days. The Work shall be executed as per specifications and supervision four Consulting Architects **M/s. Vaastu Vikalp Architects, Meerut., Mob. no-9997591118.**

Bidders can download tender documents from our website <http://www.newindia.co.in/tender.aspx> and www.tenderwizard.com/NIAEPROC. Bidders must submit the bids on www.tenderwizard.com/NIAEPROC only. No other mode of submission of tenders will be accepted. **Last date of submission of bids is 20/12/2023 upto 15:00 hours.**

Estimated cost of the project may be approx. upto Rs 26.49 lacs plus GST.

Cost of tender will be Rs.1000/- (non-refundable) plus GST (18%) in the form of DD favouring "The New India Assurance Co. Ltd." payable at Dehradun and Bid Security Declaration as per Format attached is required to be submitted by the Participant Bidders at office of Regional Manager, The New India Assurance Co. Ltd, Regional Office (340000), 430-II, Niranjanpur, Saharanpur Road, Dehradun-248001. Scanned copy of DD of Rs.1000/- plus GST (18%) for the cost of Tender and Bid Security Declaration shall also be required to be uploaded on www.tenderwizard.com/NIAEPROC.

Entire Tender document is to be submitted in e-Tender form & in 2 separate parts. 1-Technical Bid and 2-Financial Bid on our site as mentioned above.

Last Date of submission of online tender is 20/12/2023 upto 15:00 hours

The Bidder must submit the Mandatory Information strictly in Company's Prescribed Performa. Technical Pre-qualification of the Tenderer will be based on the Mandatory Information and supporting documents submitted along with the tender documents, as well as Architect & Company's scrutiny of the same and/or inspection of works carried out by the Tenderer. Company reserves the right to accept or reject any tender without assigning any reason whatsoever.

The Technical Bid shall be opened on 20/12/2023 at 1700 hours

The Price bid of the bidder who satisfies the eligibility criteria and qualifies in the technical bid in all respects only will be opened. The date and time of opening of the price bid will be intimated to the qualified bidders.

Eligibility Criteria: -

I] Average Annual Turnover during the last-3-financial years, ending 31st March 2022 should be at least Rs.23 Lacs which should not be in decreasing trend.

II] Experience of having successfully completed similar works during last-5-year ending 31st March 2023 should be either of the following: -

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A] Three similar completed works costing not less than the amount equal to 40% (i.e., Rs.11,00,000/-) of the estimated cost.

Or

B] Two similar completed works costing not less than the amount equal to 60% (i.e., Rs.16,50,000/-) of the estimated cost.

Or

C] One similar completed work costing not less than the amount equal to 80% (i.e., Rs.21,85,000/-) of the estimated cost.

The Bidder should submit Comprehensive Performance Certificate cum Work Completion Certificate along with concerned work order from the concerned employer in support of executing similar works failing which the tender shall be rejected. The Bidder(s) shall also to submit their Pan, GST Tax Registration No (valid for UP & Uttarakhand State only) and valid MSME registration details (if applicable) in the name of company/ proprietor of the firm (only) and also submit documentation for the same. In failing to submit above documents, the bidder tender may be liable for rejection for PQ purpose.

III] Similar work means works having major portion of Modular type Kitchen & Modular Type Wardrobes or **pure furnishing work consider only 60% of completion certificate for above-mentioned eligibility criteria** along with other Miscellaneous works carried out for Govt./ Banks/ Reputed Pvt Sectors. In case, the bidder(s) have done work for private organization (MNC), basis of work experience shall be considered on the basis of TDS certificate deducted by the client in that particular years as per pre-qualification criteria in addition to work order/ performance certificate

In addition to above, the criteria regarding satisfactory performance of works, personnel, establishment. Details of infrastructure, equipment etc. must be incorporated in the technical bid.

IV) Bidder should have their office/ branch office in the geographical location of Uttarakhand or any branch office in UP and shall submit details of their belongings in this regard technical bid.

V) **Tenderer should have their Main Activity as Interior Furnishing Contractor else tender shall be rejected.**

VI) In lieu of EMD applying bidders are required to submit Bid Security Declaration in enclosed format as Annexure-5. However, the successful Tenderer to whom the contract is awarded shall have to deposit as **"Initial Security Deposit"** (ISD), for a sum equal to make up 2% of the value of the accepted tender including the Earnest Money. The Initial Security Deposit shall have to be made within-14-days from the date of acceptance of tender, failing which the Employer at his discretion may revoke the letter of Acceptance and forfeit the Earnest Money deposited along with the tender.

If the amount quoted by the L1 bidder is less than 7.5% of the estimated cost, she/he shall submit to NIA a additional performance guarantee of amount equal to the difference in the amount quoted and total estimated cost.

VII) Apart from the initial security deposit made as above, Security Deposit Money shall be deducted From progressive running bills: **-@10% of the gross value of work done.**

After realization by deduction from the bill of the total retention as specified above, 50% of the Security Deposit will be due for release after issuance of Virtual Completion Certificate by the Architect & Company.

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- VIII) The Security Deposit will be released to the firm within a reasonable period after the end of **"Defect liability period"** i.e., after one year after successful physical completion of the work provided the firm has satisfactorily carried out & completed all the work, submitted all documents contractually called for and attended to all defects in accordance with the conditions of the contract. No interest is allowed on Security Money Deposit.

Further, if some dues to the Employer from the Contractor(s) have still to be recovered, the Employer reserves the right to withhold payment of so much of the Security deposit as in his opinion, represents the cost of the same.

- IX) After the Letter of Acceptance is communicated to the successful Tenderer, the contract shall be deemed to be complete and binding upon the successful Tenderer and the formal written deed of agreement incorporating all the terms and conditions of Tender documents and letter of acceptance shall be drawn by the successful contractor with the Employer within -30- days period after issue of letter of acceptance. The contractor shall take all necessary steps to commence the work at Site by the Scheduled date of commencement i.e., within-15-days after the issue of Letter of Acceptance to him. Nothing shall prevent the client to enforce the contract even if the formal deed of agreement is not signed by both the parties of the contract.
- X) All the above conditions including signed copy as acceptance of the Technical Bid shall form the Conditions of the contract also.
- XI) The New India Assurance Co. Ltd. Does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason.
- XII) The bidder must carefully read and examine the whole tender document visit the site at his own expenses, study the technical specifications, drawings etc before submitting the bid.
- XIII) No consideration shall be given to a tender received after the expiry of time as stipulated above and no extension of time will normally be all owed for submission of the tender.
- XIV) The Notice inviting tenders, the conditions of tender and duly completed form of tender, Specifications etc will inter alia form part of the contract agreement to be executed by the Successful tenderer with the Company.
- XV) The New India Assurance Co. Ltd. Reserves to himself the right of accepting the whole or any part of tender and the Tenderer shall be bound to perform the same at the rate quoted.
- IV) Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the Tenders submitted by the contractors whose sort to canvassing will be liable for rejection.

Sd/-
Chief Regional Manager
The New India Assurance Co. Ltd,
Regional Office-Dehradun



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SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. Tender document with detailed terms and conditions is available on our website www.tenderwizard.com/NIAEPROC. Interested bidders may download the same and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender shall have to be submitted online through the e-Procurement system on www.tenderwizard.com/NIAEPROC.
2. As a prerequisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class-III (with both signing and encryption component) and above as per Indian IT Act from the licensed Certifying Authorities (For ex. N-codes, Sify, E-mudra etc.) operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor. In case any vendor so desires, he may contact our e-Procurement service provider M/s. C1 India Pvt. Ltd., Mumbai for obtaining the Digital Signature Certificate.
3. Corrigendum/amendment, if any, shall be notified on the site www.tenderwizard.com/NIAEPROC. In case any corrigendum / amendment is issued after the submission of the bid, then such vendors, who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email (In case of open tender corrigendum / amendment will be on the public dash board and no mail will be fired for the bidder who has not participated by that time). It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
4. Bidders are required to complete the entire process online on or before the due date of closing of the tender.
5. The Commercial/Financial bid of only those vendors shall be opened whose technical bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-Procurement tenders directly through internet:
 - i. Vendors are advised to log on to the website (www.tenderwizard.com/NIAEPROC) and arrange to register themselves at the earliest.
 - ii. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - iii. Vendors are advised in their own interest to ensure that their bids are submitted in eProcurement system well before the closing date and time of bid. If the vendor intends to change/ revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - iv. Once the entire process of submission of online bid is complete, the vendors are required to go to option own bid view through dashboard and take the print of the envelope receipt as a proof of submitted bid.
 - v. Bids / Offers shall not be permitted in e-Procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed
 - vi. No manual bids/ offers along with electronic bids/ offers shall be permitted.
7. Once the Commercial/ Price bids are opened, vendors can see the rates quoted by all the participating bidders by logging on to the portal under their user ID and password and clicking on other bid view.
8. No responsibility will be taken by The New India Assurance Co. Ltd and/ or the e-Procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there



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is sufficient time available with him/ her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes view able only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. Then on-availability of viewing before due date and time is true for e-tendering service provider as well as New India Assurance officials.

9. New India Assurance and/or the e-Procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.
10. Bidder should arrange for the Tender Cost/ EMD as specified in the tender. The original should be posted/couriered/ given in person to the Tender Inviting Authority, with in the bid submission date and time of the tender.
11. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. The details of the Tender Cost/ Earnest Money Deposit (EMD)document submitted physically to the Department before due date of submission of tender and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected. Ensure that the copies of Tender Cost/EMD are submitted under their respective heads only.
13. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
14. The bidder should take in to account all the corrigenda published before submitting the bids online.
15. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
16. Please note that if rates are not filled in BOQ, then system will show it as zero. If bidder fails to quote any rates in the BOQ, then their bid will be considered 'incomplete bid' and their bid will be rejected. Only complete bids will be considered for further evaluation.
17. **Tender cost/ EMD exemption will be as per government rules applicable to MSME. Please submit relevant certificates in respective heads.**
18. Only bids submitted through online mode will be considered for evaluation.
19. **If the amount quoted by the L1 bidder is less than 7.5% of the estimated cost, she/he shall submit to NIA a additional performance guarantee of amount equal to the difference in the amount quoted and total estimated cost.**
20. In case of any clarification pertaining to e-Procurement process, the vendor may contact the following agencies/ personnel:

S. No.	Particulars	Company Name	Contact Details
1	FOR e-Tendering Support	M/s. Antares Systems Ltd.	lokesh.hr@etendervizard.com Mob: 9731468511 / 9686115304
2	For Tender related Queries	The New India Assurance Co. Ltd.	Mob No.- 9428609670 Mob. No.- 8840284636

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MEMORANDUM

Name of work	: Providing & Fixing of Modular Type Kitchens & Wardrobes with Miscellaneous works for Flats of New India Assurance Company Limited at Dehradun.
Date of Commencement of work	: From the date of issue of Work order
Period of Completion	: 60 days from the date of Commencement.
Value of work to be taken for issue Of Interim certificate for payment	: 70% can be claimed in phases in the form of Three (3) running bills the value of work. 30% payment against 50% work done 20% payment against 70% work done 20% payment against 90% completion of work 20% to be released after completion of work and handed over to the satisfaction and certification of the consultant. 5% SD to be released after the defects liability Period of 12 months, without any interest.
Retention percentage to be bill Deducted from RA Bills as Security Deposit	: 10% of the gross value of the
Defects Liability period	: 1 year from the date of completion
Refund of Security Deposit	: 100% of Security Deposit after expiry of Defects liability period.
Liquidated Damages	: 0.5% of the Contract value per week or part there of subject to a maximum of 10% of contract value/ final bill amount
Period of Final measurements	: 30 days.
Period of honoring Interim— Certificate for payment	: 30 days

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INSTRUCTIONSTOBIDDERS/CONDITIONSOFTHETENDER

Tender should be submitted online and the duly filled scanned copy of tender form must be uploaded on the New India's Website. Each and every page of the tender document must be signed by authorized person.

The tenders must be submitted in the prescribed format only. The Bidders must quote the rates in the schedule of quantities, rates and amount. The rates should be written both in words and figures without any erasures and alterations. However, if errors are made, the wrong figures or words must be neatly scored Out under full signature of the bidders and the correct figures and words neatly rewritten. Over writing is not permitted. Applying white fluid for correcting rates and amount is also prohibited.

GST Tax as applicable will be excluding of work order amount & all other Taxes as applicable will not be paid separately. The bidders must exclude these charges in the rates quoted. Separate claim on this account will be entertained under any circumstances what so ever. The tenderer shall quote his rates inclusive of cost of materials, corresponding wastages, labor and any other taxes and duties, octroi, and cost of transportation of materials to worksite etc.

Errors in the schedule of quantities, rates and amount shall be dealt within the following manner:

- In the event of a discrepancy between the rates quoted in words and the rates in figures, lowest rate will be taken into consideration.
- In the event of an error occurring in the amount column as a result of wrong calculation the Unit rates shall be regarded as firm and the amount shall be amended accordingly based on the quantity given.
- All errors in totaling in the amount column and in carrying forward, the totals shall be corrected.

The quantities indicated in the schedule of quantities are only probable quantities and are liable to alteration by omission, reduction, or addition. Payment shall be made on the basis of actual quantities of work done at the accepted rates.

No alterations which are made by the bidder in the drawings, specifications or in probable quantities accompanying the tender will be recognized and if any such alterations are made the tender is likely to be rejected and invalidated.

The bidder must obtain at his own expenses all the information necessary for the purpose of filing this tender and before entering in to a contract with The New India Assurance Co. Ltd, must examine the drawings, specifications; conditions etc. inspect the site of work and acquaint himself with all local conditions and matters pertaining there to. The site can be inspected on all working days from Monday to Friday between 10:30 to 05:00PM on or before **20/12/2023**.

The bidder shall also bear all expenses in connection with the preparation and submission of this tender.

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1. SECURITY DEPOSIT (S.D):

Security Deposit shall be deducted from running/ progressive bill/s of the contractor @5% of the gross value of each bill. Security Deposit shall not bear any interest. The security deposit shall be retained by The New India Assurance Co. Ltd., till the end of defect liability period.

2. COMPLETION PERIOD:

The time is the essence of contract. The entire work shall be completed by the contractor within 60 days from the date of issue of the work order.

The work is of urgent nature and the completion time schedule should be strictly adhered to by the contractor.

The tenders submitted shall remain valid for acceptance for a period of 90 days from the date of their opening of pre-qualification bid. In case if any bidder after being declared as successful bidder withdraws his tender or makes any modifications to his tender, the tender shall be treated as having been rejected or abandoned.

It is not binding on The New India Assurance Co. Ltd to accept the lowest tender and reserves the rights to reject any or all the tenders received without assigning any reasons thereof. Further The New India Assurance Co. Ltd. Reserves the right to award any portion of the work or portions of the work to different bidders or to award the entire work to one bidder.

The bidder whose tender is accepted is bound to execute a formal agreement with The New India Assurance Co. Ltd. in accordance with the draft agreement which will include the notice inviting tender, tender conditions, other papers herein, special conditions, drawings, and specifications etc. Irrespective of whether a formal agreement is drawn or not the contractor on being awarded the contract is liable based on acceptance of his tender. The contractor shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.

The compensation or other sums of money payable by the contractor to The New India Assurance Co. Ltd. under the terms of contract may be deducted from his SD if the amount so permits and the contractor shall unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted. The work shall be carried out under the directions and supervision of and subject to the approval in all respects by the Consultants /The New India Assurance Co. Ltd.

On acceptance of the tender the contractor shall in writing at once inform The New India Assurance Co. Ltd. and the Consultants the names of his accredited representatives who will be responsible to take instructions from the Consultants/ The New India Assurance Co. Ltd.

The work or any part of it shall not be transferred assigned or subject without the consent of The New India Assurance Co. Ltd.

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The contractor shall be required to co-operate and work in accordance with and afford reasonable facilities for such other agencies/specialists as may be employed by The New India Assurance Co. Ltd. On other works/ sub works in connection with the work.

The contractor shall be required to ensure the work and keep it insured until one month after the date of taking over the works by The New India Assurance Co. Ltd. or otherwise as per the terms of the contract, against loss or damage by fire and other usual risks other than the risks accepted in the terms of the contract with The New India Assurance Co. Ltd.

The contractor shall be required to comply with all acts of Govt. relating to labour rules and regulations made there under from time to time submit at the proper times all particulars and statements required to be furnished to the labour authorities.

For all the items of work executed by him, the contractor shall be required to supply, at his own expenses, to the Consultants, copies of post card size photographs in triplicate for each of the works, taken from two approved portions of each item of work at intervals of not more than two weeks during the progress of the work and also at every important stage of the work or as directed by the Consultants/The New India Assurance Co. Ltd.

In carrying out the work, the contractor shall comply with the provisions of the safety code, annexed to these papers.

The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs.100/- (Rupees Hundred Only) regarding their non-blacklisting/ Left any work abandoned in any of the government department and public sector undertaking/ enterprise in India and central vigilance commission during the last five financial years as per Annexure-X.

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FORM OF TENDER FOR WORKS

TENDER REFERENCE NO.- HIG/MDDA/2023-24/02

The Regional Manager
The New India Assurance Co. Ltd.
Regional Office, Office Code -340000
430-II, Niranjanpur, Saharanpur Road
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Dear Sir,

Having duly examined the tender documents including the drawings, specifications, designs, schedule of quantities relating to the works specified in the underwritten memorandum and having visited the site of the said work and having acquired all the requisite information relating thereto as affecting this tender. I/ We hereby offer to execute the works specified in the underwritten memorandum within the time specified there in at the rates specified in the schedule of quantities and in accordance, in all respects with the specifications, designs, drawings and instructions in writing referred to in the conditions of the tender, the articles of agreement, special conditions, the schedule of quantities, and conditions of the contract and with such conditions of the contract and with such materials as are specified, by and in all other respects in accordance with such conditions in the schedule of quantities and conditions of contract so far as applicable.

Should this tender be accepted, in whole or in part, I/We hereby agree (I) to abide by and fulfill all the terms and provisions of the said conditions of the contract annexed here to and the conditions of tender so far as applicable or in default thereof to forfeit and pay to The New India Assurance Co. Ltd, the sums of money mentioned in the said conditions.

I/We agree (i) that should I/We fail to commence the work specified in the above mentioned memorandum The New India Assurance Co. Ltd shall without prejudice to any other right or remedy be the liberty to forfeit the Security Deposit, otherwise shall be retained by The New India Assurance Co. Ltd. Towards security deposit mentioned in the above memorandum.(ii)To execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out authorized variations as directed by the Consultants/ The New India Assurance Co. Ltd. And as per said conditions of the contract.

The names of the Proprietor/ Partners/ Directors of our firm are:

Signature of bidder with seal

Dated the.....day of.....2023

**THE NEW INDIA ASSURANCE
COMPANY LTD.**
Regional Office, Office Code-340000
430-II, Niranjanpur, Saharanpur Road,
Dehradun-248001
Tel-0135-2528429/ 431



दि न्यूइंडिया एश्योरेंस कंपनी लिमिटेड
रीजनल ऑफिस, ऑफिस कोड- 340000
430-II, निरंजनपुर, सहारनपुररोड, देहरादून-248001
दूरभाषन:-0135-2528429/ 431

CIN No.L66000MH1919GOI000526

E-TECHNICAL BID
TENDER REFERENCE NO.— HIG/MDDA/2023-24/02

PRE-QUALIFICATION– PROFORMA-1
PARTICULARS OF THE CONTRACTORS TO BE FURNISHED FOR THE PURPOSE OF PRE-QUALIFICATION

Sr. No.	Particulars	
1	Name of Proprietors/firm/ company	
2	Address, Telephone No., and Email address (The applying firm must have a working office in the area of Uttarakhand & UP.	
3	Year of establishment	
4	Status of the firm (Company / Firm/Proprietor)	
5	Name of Directors / Partners/ proprietor(s) (Please enclose relevant document/ deed)	
6	Whether registered with the registrar of companies / registrar of firms. If so, mention number and, date.	
7	Enclosed Solvency Certificate from CA with Brief Details. The minimum solvency of the Bidder should be Rs. 23.00 Lacs.	
8	Enclosed GST Registration No.	
9	Whether the bidder is income tax assessee, if so, please mention permanent account number. Furnish copies of income tax returns for last five years duly certified.	2021-22
		2020-21
		2019-20
		2018-19



CIN No.L66000MH1919GOI000526

		2017-18
10	State Annual turnover of the Bidder required following:	2020-21
		2019-20
		2018-19
		2017-18
		2016-17
10	1)A certificate from a Chartered Accountant certifying the turnover figures mentioned.	
	2) Copies of Audited Balance Sheet, Trading/ Revenue A/c and Profit & Loss A/c for these three years duly Certified	
11	Specify the maximum value of single work executed in the last 5 years in the country. (Please Mention Year also) Amount Rs. Year with their TDS certificate	
12	Status and details of disputed litigations /arbitration, if any.	
	i)	
	ii)	
	iii)	
13	Documentary proof in support of satisfactory completion of similar work as per eligibility criteria	
	Note: Where copies are required to be furnished, these are to be certified copies preferably by the concerned agencies or a Government Officer.	

(Signature of the Bidder/Contractor with Seal)

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DECLARATION

I/We have read and understood the instructions contained in advertisement appeared in.....Dated,..... in the website and in the Application form.

I/We do hereby declare that the information furnished above as well as in the tender document And in the supplementary sheets from pages.....to..... are correct to the best of my/our knowledge and belief.

Signature

Name

Place

Date

Designation
Seal of Applicant

Address

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PRE-QUALIFICATION-PROFORMA-II
PARTICULARS IN RESPECT OF 3 MAJOR SIMILAR WORKS EXECUTED IN LAST 5 YEARS

S. No.	Name of work/project with address	Short description of the work	Value of work executed	Stipulated time of completion	Actual time of completion	Name of architect	consulting engineers

Note: Should be supported by related documents.

Place:

Date:

Signature of Contractor with seal

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Mandatory information required for Pre-qualification of the bid

Sr. No.	Eligibility Criteria for the Bidder	Complied (Yes/No)	Documents required (to be uploaded)
1	The bidder should be on empanelment with NIAs / Financial Institutions/ Insurance Companies/ PSU		Valid Empanelment letter
2	Current solvency certificate from your NIAer & duly certified from CA		NIAer Certificate only
3	Value of the total work done till date		Supporting documents
3.1	At least particular minimum1successfully completed similar work during last five years amounting to 80% of estimate value or more successful completion Certificate from clients & TDS certificate are mandatory.		Successful completion Certificate & TDS certificate from clients
	OR		
3.2	At least particulars of minimum 2 successfully completed similar works during last five years amounting to 50% of estimate cost or more: Successful completion Certificate from clients & TDS certificate are mandatory.		Successful completion Certificate &TDS certificate from clients
	OR		
3.3	At least particulars of minimum 3successfully completed similar works during last five years amounting to 40% of estimate cost or more: Successful completion Certificate from clients & TDS certificate are mandatory		Successful completion Certificate &TDS certificate from clients
4	For electrical work, valid license No.		Valid electrical license No.
5	Annual Turnover		Statement and Certificate certified by CA

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6	Have you in past carried out any works for Financial Institutes/ Nationalized NIAs/PSUs		Successful completion Certificate from clients
7	Have you ever been disqualified or black listed or levied penalty by the Organization/ NIA/ PSUs in past for non-fulfillment of the contractual obligations. If yes, please provide Details in brief.		Self-declaration on letter head of bidder
8	Similar work means Modular type Kitchen & Modular Type Wardrobes with other Miscellaneous works carrying out at Residential Building work for reputed corporate/ PSU/ Govt. work.		Valid letter.
9	Signed Tender Document		Scanned Document with Signature & stamp
10	GST No. & PANCARD		Valid Documents
11	Income tax return & balance sheet		Valid Documents
12	Bid Security Declaration		Annexure-5

Bidders meeting the above-mentioned criteria are eligible to submit their bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be summarily rejected.

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Note: Similar works means, the vendor should have completed comprehensive work consisting of Kitchen work modular type, Wardrobes modular type and electrical fixtures (Electric Chimney, RO & Geyser) work being the selection criteria.

Seal and Signature of the Bidder/s.

Date:

Place:

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CIN No.L66000MH1919GOI000526
PRE-QUALIFICATIONDOCUMENT

To

The Regional Manager
The New India Assurance Co. Ltd.
Regional Office, Office Code -340000
430-II, Niranjapur, Saharanpur Road
Dehradun-248001

Dear Sir,

I/We, the undersigned having carefully gone through and clearly understood the Specifications, with conditions of contract for the above-mentioned work, do hereby tender to execute and complete the whole of the works strictly in accordance with the said specifications, etc. at the rates set out in the priced bill of quantities.

I/Weam/are sending you here with an amount of Rs(Rupees
..... Only) as EMD/ Security Deposit by Demand Draft/ Pay Order which
amount is not to bear any interest and I/We do hereby agree that the same may be forfeited by you in the event of your
accepting my/ your tender and I/We fail to execute the contract when called up on to do so. In lieu of EMD, Bid
Security declaration is enclosed with the tender.

It is understood that the lowest or any tender will not necessarily be accepted and The New India Assurance Co. Ltd.
Reserves the right to accept or reject any or all the tenders and that The New India Assurance Co. Ltd. is not bound to
assign any reason for the same.

I/We agree to keep our offer open for a period of 90 days from the date of opening of tenders.

Thanking you,

Yours faithfully,

Date:

Place:

(Bidder's signature with seal)

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Performa-1

Work costing not less than the amount equal to 40% (i.e.Rs.11,00,000/-) of the estimated cost during the last 5 years.

S.No	Name of work /Project with address	Name and full postal address of Owner	Contract amount	Stipulated time of completion	Actual time of completion	Any other information. Actual amount of The project, if increased	Enclosed client certificate for satisfaction completion
1							
2							
3							

Note:

1. Information has to be filled up specifically in this format. Please do not write any remark.
2. For certificates, the issuing Authority shall not be less than an executive in charge.

THE NEW INDIA ASSURANCE COMPANY LTD.

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Performa-2

Work costing not less than the amount equal to 60% (i.e.Rs.16,50,000/-) of the estimated cost during the last 5 years.

S.No	Name of work /Project with address	Name and full postal address of Owner	Contract amount	Stipulated time of competition	Present status of the project.	Any other information.
1						
2						

Note:

1. Information has to be filled up specifically in this format. Please do not write any remark.

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Performa-3

Work costing not less than the amount equal to 80% (i.e., Rs.21,85,000/-) of the estimated cost during the last 5 years.

S.No.	Name of work/project with address	Name and full postal address of Owner	Contract amount	Stipulated time of competition	Present status of the project.	Any other information.
1						

Note:

1. Information has to be filled up specifically in this format. Please do not write any remark.

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INSTRUCTIONS FOR TENDERERS

SECTION – I

1.0 THE TENDER OFFER:

- 1.1 The tender documents will be available on official web-site of NIA [https:// www.newindia.co.in/ portal/#/ Tender Notices](https://www.newindia.co.in/portal/#/TenderNotices) well as our E-Tender portal <https://tenderwizard.com/ NIAEPROC>.
- 1.2 The bidder has to use the E-Tender portal only for participating in the tender (Refer SPECIALINSTRUCTIONSTOBIDDERSFORE-TENDERING).
- 1.3 Downloading of tender document from E-Tender portal is mandatory for tender participation.
- 1.4 The online bids under two envelopes/ cover system comprising of (1) The Technical Bid and (2) Commercial Bid should be submitted online on E-Tender portal on or before 20-12-2023 upto 15:00 hours. The commercial Bill should be quoted **including GST & other Taxes (if any).** The various documents to be submitted Online and Offline along with the Technical and the Commercial Bidar mentioned in the Section II and annexure-1 of this document.
- 1.5 **No Offline documents shall be accepted except of tender cost.**
- 1.6 At any time prior to the last date of receipt of bids, the NIA may, for any reason, weather at its own initiative or in response to clarifications requested by the prospective bidders, modify the tender documents by clarifications.
- 1.7 The clarifications, if any, issued by the NIA at any time before the due date of submission of the bid will become part of the tender document and would be notified on both the websites.
- 1.8 No bid will be accepted after the due date & time.

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SECTION-II

PART-A-TECHNICAL BID (ONLINE)

The technical bid, apart from the online template filling up, should contain the scanned copies of following documents. The documents shall be arranged in the same orders as mentioned in online bidding format.

Technical Bid as per Annexure-1and supporting documents.

PART B – COMMERCIAL BID (ONLINE ONLY)

a) Commercial Bid as per Annexure-2

Note: No offline documents are required to be submitted for commercial bid.

SECTION-III

GENERAL TERMS & CONDITIONS

1. PROCEDURE FOR PROCESSING THE TENDER DOCUMENTS:

- 1.1** The Committee constituted by the NIA will open the “Technical Bid” electronically.
- 1.2** The Commercial Bids of Technically qualified bidders will be opened by the Committee electronically in the presence of the bidders who wish to be present for opening; L1 will be identified on the Total Price of the Commercial Bid & Summary.
- 1.3** Any Commercial Bid incomplete in any respect will be disqualified.
- 1.4** This procedure is subject to changes, if any, and the procedure adopted by the Company for opening the tender shall be final and binding on all the parties.

2. Location:

- 2.1** Address of the Premises: The Site of the proposed work **at The New India Assurance Co. Ltd.,**
- 2.2** The Bidders must get acquainted with the proposed work and study drawings, designs, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall seek clarifications on any item, if required, prior to submitting his tender. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.

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- 2.3** The Bidder is advised to inspect the site to ascertain the nature of site, access thereto, location, facilities for procurement of materials, labour rates and execution of the work. The Tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

3.0 AGREEMENT:

The successful bidder shall have to enter in to a detailed Agreement. A Performa/ Draft Agreement as mentioned in Annexure-3. However, the Company reserves the right to alter/ vary/ amend/ modify all or any of the terms set out in the said Performa/ Draft Agreement.

Encl:

- Annexure-1 - (Technical Bid)
- Annexure-2- (Commercial Bid)
- Annexure-3- (Agreement Draft)
- Annexure-4- (Bid Security Declaration)

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**Annexure-3
FORM OF AGREEMENT**

Made at day of between New India Assurance Co. Ltd., Regional office, office code -340000, 430-II, Niranjapur, Saharanpur Road, Dehradun- 248001 hereinafter referred to as the Employer/ Company which expression shall include their heirs, executors, administrators, and assigns) of the one part and..... (Hereinafter referred to as Executors which expression shall include their heirs, executors, administrators, and assigns) of the other part.

Employer is desirous of Furnishing Works at.....and has caused drawings and specifications describing the work to be done to be prepared by **M/s Vaastu Vikalp Architects, First Floor, S2S Square, Garh Road, Meerut, Phone No. - +91-9997591118** as their Architects. (Hereinafter referred to as the Architects)

The said drawings and Specifications and the Price Schedule of Quantities have been signed by both the parties and the contractor has agreed to execute upon.

NOW IT IS HEREBY AGREED AS FOLLOWS

- In consideration of the said contract, payments to be made to the contractor & herein after provided he shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and such further detailed drawings as may be furnished to him by the said Architects and described in the specifications and the said Priced Schedule of Quantities.
- The Employer shall pay the Contractor such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
- The said Contract comprises the building above mentioned and all subsidiary works connected there with in the same site as may be ordered to be done from time to time by the said Architects even, though such works may not be shown on the Drawings or described in the said Specifications or the Priced Schedule of Quantities.
- The Employer through the Architect reserves to himself the right of altering the drawings and nature of the work and adding to or omitting any items of work or of having portions of the same carried out otherwise and such alterations shall be carried out without prejudice to this contract.
- The Employer in consultation with the Architect reserves the right to exercise control on quality of work, check the measurements, approval of rates of extra or substituted items. The decision of the Architect shall be final and binding in this regard.
- The following documents shall be deemed to form and construed as part of this agreement a long with the amendments, negotiated and confirmed in various subsequent letters exchanged as mentioned hereinafter and parties hereto will respectively abide by and submit themselves to the Conditions and Stipulations and perform the agreement on their parts respectively in such conditions contained

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- a)** Notice inviting Tender
- b)** Instructions to Tenderers
- c)** General Conditions of Contract
- d)** Special Conditions of Contract
- e)** Technical Specifications
- f)** Schedule of Quantities
- g)** Employer's letter dated To the Contract or awarding the Contractor
Awarding the Contract
- h)** Contractor's letter dated.....to the Employer in acceptance of the award
Of Contract

- All dispute arising out of or in any way connected with the agreement shall be deemed to have arisen at Dehradun, the Court in Dehradun (Uttarakhand) shall have jurisdiction to determine the same.
- The several parts of this contract have been read to us and fully understood by us.

Witness our hand this..... day of.....2023

SIGNED BY THE SAID EMPLOYER

Witness

1)

2)

SIGNED BY THE SAID CONTRACTOR

Witness

1)

2)

**THE NEW INDIA ASSURANCE
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**Annexure-5
(On Bidder's Letter Head)
Form of Bid Security Declaration**

TO
The Regional Manager
The New India Insurance Co Ltd
Regional Office, Office Code -340000
430-II, Niranjapur, Saharanpur Road,
Dehradun, Uttarakhand- 302004

Name of Work: Providing & Fixing of Modular Type Kitchens & Modular Type Wardrobes with Miscellaneous works for Flats of New India Assurance Company Limited at Dehradun.

I/We understand this Bid Security Declaration is in lieu of Bid Security (EMD) and I/We accept that if the bids are withdrawn or modified during the period of the validity, I will be suspended for one year from the date of issue of the suspension order.

I/We also understand that in case if I/we turn out to L-1, initial earnest money (EMD) @ 2% of the bid amount shall be deposited to NIA within 14 days of awarding the work or signing the agreement whichever is earlier.

Signatures

Name

Dated on _____ day of _____

Seal of the Bidder

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Dehradun-248001
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दि न्यू इंडिया एश्योरेंस कंपनी लिमिटेड
रीजनल ऑफिस, ऑफिस कोड- 340000
430-II, निरंजनपुर, सहारनपुररोड, देहरादून-248001
दूरभाषन-0135-2528429/ 431

CINNo.U99999MH1919GOI000526

GENERAL CONDITIONS OF CONTRACT

A. Definitions & Interpretations

In the contract (as herein under defined) unless, it is otherwise repugnant to the text, the definition of the following words & expressions shall have the meaning hereunder assigned except otherwise specified: -

- i) "Site" means the lands and other places on, under, into, or through which the works are to be executed or carried out and any other lands or places provided by the Employer for the purpose of the works together with such other places as may be specifically designated in the contract as forming part of the site.(i.e., **The New India Insurance Co Ltd, Regional Office, Office Code -340000, 430-II, Niranjapur, Saharanpur Road, Dehradun, Uttarakhand-248001.**
- ii) The expression "work" or "works" shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works to be executed in accordance with the contract or parts thereof as the case may be and shall include all temporary, or permanent, original, additional, altered or substituted works as required for the performance of the contract.
- iii) "Drawings" means the drawings referred to in the documents and any modification of such drawings approved in writing by the employer and such other drawings as may from time to time be furnished or approved in writing by the Employer/Architect/Engineer.
- (iv) "Bill of quantities" means the schedule of quantities of items, materials & rates, summaries etc as finally accepted.
- (v) "Specification" means the specifications including Indian or British or other approved standard specifications where so required.
- (vi) "Contract" means this agreement and all documents which form part thereof and/or annexed there to and all amendments thereto made in accordance with the provisions hereof based on Notice Inviting Tenders, the sealed quotations and the Tender Documents including the tender, General & Special conditions of the contract, specifications, designs & drawings, priced schedule & priced bill of quantities and schedule of rates & acceptance thereof, read in conjunction and complementary to one another.
- vii) "Contract Price" or "Contract Value" or "Contract Sum" means the set out hereto as the total value of the contract and shall be subject to additions and/ or deductions and rebated in accordance with the provision here in contained.
- viii) "Employer" / "Owner" / "Client/Company" means the **Regional Manager, The New India Insurance Co Ltd, Regional Office, Office Code - 340000, 430-II, Niranjapur, Saharanpur, Road, Dehradun**, having its Regional Office at Dehradun & includes the Employer's representatives, successors & assigns.
- ix) "Architect" means "**M/s Vaastu Vikalp Architects, Meerut-250002**" and their authorized nominees inclusive of their representative for the purpose of this contract or such other persons as shall be nominated for the purpose by the Employer.
- x) "Contractor" mean who is awarded contract to perform the work in accordance with the contract & includes the contractor's personnel's, representatives, successors & permitted assigns.
- xi) "Engineer / Site Engineer" means the technical representative of employer/Architect employed for the site.

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- xii) "Permanent Works" shall mean the works which are of a permanent nature & are not Temporary works.
- xiii) "Temporary works" means all temporary works of every kind required in or about the execution, completion, or maintenance in the works.
- xiv) "Materials" means the materials, apparatus, equipment, fittings, fixtures & other things for incorporation in the works.
- xv) "Period of maintenance/ Defect Liability Period" shall mean the period of 365 (Three Hundred Sixty-Five) days calculated from the date of completion of the works certified by the Architect/ Engineer or at the discretion of Architect/ Employer and further all statutory requirements like obtaining C&D forms, completion/ occupancy certificate, electric connection are procured & site handed over to the employer.
- xvi) "Urgent Works" means any urgent work which in the opinion of the Architect/ Engineer / Employer becomes necessary at the time of execution and / or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure or services or required to accelerate the progress of work or which becomes necessary for security or for any other reason, the Architect/ Engineer/ Employer may deem.
- xvii) "Competent Authority" means **Regional Manager, The New India Insurance Co Ltd, Regional Office, Code Office -340000, Dehradun its office at 430-II, Nirajanpur, Saharanpur Road, Dehradun.**
- xviii) "Market rate" means the rate as decided by the Architect/ Engineer / Employer, on the basis of cost of materials inclusive of any taxes, duty, octroi or such statutes in force at the time of work & cost of labour at site where the work is to be executed plus the percentage to cover all the overheads & profit or as per CPWD schedule.
- xix) "Approved" means approved in writing," approval" means approval in writing.
- xx) "Month" means calendar month.
- xxi) "Week" means seven consecutive calendar days.
- xxii) "Day" means a calendar day beginning and ending at midnight.
- xxiii) "Prime Cost (P.C.) Sums- "A prime cost sum is provided to cover the cost of materials to be supplied or work to be done by specialist suppliers/ sub -contractors only. The Main contractor in such cases shall be only required to provide "General Attendance" or "Special Attendance" or "Builders works" for which the main contractor shall quote his rates in percentage of the P.C. for "General or Special Attendance" as the case may be. In no case, shall P.C. sums be used for the work to be carried out by the main contractor nor shall the main contractor have any right or claim to either work to be done against the P.C. Sums or payment thereof. The Main contractor shall however only been titled to the payment for "Builders Works, contractors General or Special Attendance" which is defined here under and which may be required to be done, as per the rates quoted by him which shall be applicable to the actual amount of the material supplied or work done against the P.C. Sums by the specialist Sub -Contractor/ Supplier.
- xxiv) "Contractor's General Attendance" shall be deemed to include only allowing use of scaffoldings, site facilities, accommodation, storage for materials & plant space, office accommodation, providing watch & ward, light, power & water for the work, clearing away rubbish etc. for completion of P.C. Sum work.
- xxv) "Contractor's Special Attendance" shall besides above include unloading, storing, hoisting, placing in position, providing

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special scaffoldings etc for completion of the work.

- xxvi) Builders Work” shall include cutting, chasing holes, fixing, placing in position etc making good the same with cement mortar or masonry works or petty civil works etc.
- xviii) PROVISIONAL SUMS: A provisional sum is a lumpsum provision made in the bill of quantities for the cost of unforeseen work and of work, the extent of which cannot be estimated fairly or accurately at the time of tenders, or the part or whole of the works not specified in detail when the contract is entered into. The work against the Provisional sum shall be carried out by the main contractor either on the rates offered by him at the time of tenders, or the same shall be derived by analysis of some standard schedule of rates such as those of N.B.O., or C.P.W.D. or by reducing the same from the rates of nearest items, given in the Bill of Quantities or as per actual expenditure plus fifteen percent contractor's profit as client/ Architect/ Engineer may decide, which shall be final and binding upon the contractor, without having claim or choice to any particular method. A Provisional Sum (P.S.) shall not be subjected to any separate profit, charges on account of “Builders work” or “General or Special Attendance” as the rates of work to be done against provisional sums shall be deemed to have included all those considerations.
- xix) Interpretations & Marginal Heading

Words imparting the singular only also include the plural & vice versa where the context required. Any reference to masculine gender shall whenever required include feminine gender & vice versa.

The marginal headings or captions or notes shall not be deemed to be a part of the clauses and shall not be taken into consideration in the interpretation or construction thereof or of the contract. All other words shall have the meaning assigned to them else wherein the contract.

B TENDERS, RATES ETC.

1. The work to be carried out under the contract shall except as otherwise provided in these conditions include all labour, materials, tools, plants, equipments and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall unless otherwise stated be held to included waste on materials, carriage, and cartage, carrying in, return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.
2. The attached bill of quantities is our best estimate of the job.
3. All the quantities therein are approximate, payments will be made on the actual measurements/ certified by the Architect/ NIA authorized official & project Architect.
4. NIA will have the right to omit, alter, add or cancel any of the items of work shown in the schedule without assigning any reason whatsoever and no claim for compensation will be entertained for the same, NIA is further at liberty to carry out any items of work through you or through any other contractor and no compensation will be paid to the main contractor on that account.
5. Work contained in the Schedule of Quantities comprises the erection of a reinforced concrete structure, with masonry walls, windows/doors, plastering/ filling etc. Water tanks, plumbing/ sanitary work, interior works, electrical work and exterior work within the premises such as roads, paving etc.
6. Before submitting the Tender, the contractor shall visit and examine the site situated **at New India Assurance Company Ltd.**

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MMDA Flats near ISBT Dehradun “and satisfy himself as to the nature of the existing roads or other means of communications, the character of the soil and of the excavations, the correct dimensions of the work facilities for procuring various construction and other materials and shall obtain generally his own informational matter sand conditions affecting the execution of the works. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description will be allowed. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract and all matter sand things necessary for the proper completion and maintenance of the works.

7. It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no extra work will be allowed unless they are clearly outside the spirit and meaning of the conditions and have been or dared in writing by NIA/ Architect (authorized official)
8. Before filling the Tender, the Contractor will check all drawing and schedule of quantities and will get an immediate clarification from Architect/ NIA as required on items not clearly understood. Any claim for any loss or compensation will not been entertained on this account.
9. The rates quoted by the Contractor shall be for finished work measured in site and should include supply of all materials, labour, tools tackles, marking out and clearing of the site and liaison charges, with licensed plumbers for preparing plans, line out permission from Municipal Corporation, Statutory bodies etc. unless specifically mentioned otherwise. **The rates shall be inclusive of all taxes if any Except GST. It paid separately.**
10. The rates quoted by the Contractors should also include for providing all scaffolding, hoists, tackle and other plant, shuttering profiles and apparatus generally required for the proper execution of the work. The contractors shall provided without extra charges all labour and apparatus required by NIA for testing and measuring the work sand for weighing measuring, providing or testing the efficiency of any portion of the works and shall also a this own cost provide all planking gangways, etc. necessary for affording access to every part of the works.
11. TheratesquotedbytheContractorshouldcoverfornecessarytransportofmaterialsfromplaceofavailabilitytothesiteof works.
12. The bidder is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtail mentor change of specification for any item. **In case it is noticed that the rates quoted by the tenderer for any item are Abnormally Low Rate (ALR). Analysis for such rates will have to be furnished by the tenderer on demand, to satisfy NIA about the reasonableness of the rates. NIA may demand additional security deposit for such ALR items inform of NIA Guarantee for difference of amount i.e., estimated rate minus quoted rates. Such additional SD shall be released on successful completion of project and certificate is issued thereof.**

C. EXTRA ITEMS

1. The NIA (authorized official) shall have power to make any alterations in, omission from, addition to or substitutions for the schedule of rates the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by the NIA, and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor on the same conditions in all respects on which he agreed to do the main work. The time for completion of work may be extended for the part of the particular job at the discretion of the NIA, for only such alternations, additions or substitution of the work, as he may consider as just and reasonable. The rates for such additional, altered or

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substituted work under this clause shall be worked out in accordance with the following provisions.: -

- a. If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
 - b. If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work. The opinion of the Architect/ NIA, as to whether or not the rates can be reasonably so derived from the items in this contract, will be final and binding on the contractor.
 - c. If the rates for the altered, additional or substituted work cannot be determined in the manner specified in subclause (a) & (b) above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the NIA / Architect (authorized official) of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, based on standard market rate analysis hand book published by NBO, and the NIA / Architect shall determine the rates on the basis of the prevailing market rates of materials, transport and labour plus 15% for overheads and contractor profit and pay the contractor accordingly. The opinion of NIA / Architect (authorized official) as to current market rates of materials and labour involved will be final.
2. Architect / NIA (authorized official) shall issue instructions to the contractor in regard to what is to be done concerning on object reported by the contractor under the proceeding sub clause and such instruction may be required to contract or to permit the examinations, excavations, or removal by a third party. Architect/ NIA (authorized official) may issue instructions to the contractor in regard to be removal and disposal of the same at the expenses of NIA. If in the opinion of the Architect/NIA, the above activity has involved the contractor in direct loss of time the NIA/ Architect may allow extension of time for the completion of work equal in period to assessed loss of time on this account. The contractor shall not be eligible to claim any financial compensation due to any delay caused in this account.
 3. NIA shall have the right to direct the contractor to purchase and use materials from any source for the proper execution of work.
 4. Except if and to the extent otherwise provided by the contract, the provision of the General conditions of contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually, explanatory. Should there be any discrepancy inconsistency error or omission in the contract or any of them the matter may be referred to Architect/ NIA who shall give his decisions and issue to the contractor instructions directing in what manner the work is to be carried out. The decision of the Architect/ NIA (authorized official) shall be final and conclusive and the contractor shall carryout work in accordance with this decision.
 5. Works shown up on the drawing but not mentioned in the specifications or described in the specifications without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown up on the drawings and described in the specifications.
 6. NIA reserves the right to accept or reject any or all the tenders without assigning any reasons. In other words, NIA do not bind themselves to accept the lowest of any tender.
 7. Tender submitted by tenderer shall remain valid for acceptance for a period of 120 days from the date of opening of the tender. The tenderer shall not be entitled during the said period of 120 days, without the consent in writing of NIA to revoke, or cancel his tender.



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8. In case of discrepancies between schedule of quantities, the specifications and or the drawings thereof, the following order of preference shall be observed.

- i. Descriptions in Schedule of Quantities.
- ii. Particular specification and special conditions, if any.
- iii. Drawings:

In any case the most stringent of the above three shall apply. The decision of the NIA/ Architect in this regard is final.

In case of varying or conflicting provisions made in any one document forming part of the Contract NIA shall be the deciding authority with regard to the intentions of the documents.

9. Any error in descriptions, quantities or rates in schedule of quantities or any omissions there from shall not vitiate the contractor release the contractor from the execution of the whole or any part of the work comprised there in according to drawings and specifications or from any of his obligations under the contract.

C. Extent of Contract

The contract comprises the construction, completion & maintenance of the works & except in so far as the contract otherwise provides, the provision of all labour, materials, constructional plant, temporary works & everything whether of a temporary or permanent nature required in and for such construction, completion & maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

D. TENDER/AGREEMENT

1. Letter of Intent/Acceptance/Award

Before signing of the contract, the Employer may issue by registered post or by otherwise, depositing at the registered office of the contractor, letter of Intent/ Acceptance to enter into a contract with the contractor for the execution of the works in accordance with the contract. Upon issue of such Letter of Acceptance/ Intent by the Employer, the Employer shall be deemed to have signified his intention to award the contract, however, the process shall be deemed to be complete only when the contract has been entered into by the Employer & the contractor. However, until a formal contract agreement is prepared & executed, the tender together with the Employer's letter of intent shall constitute a binding contract between the parties, provided the Performance Bond as required under the contract shall have been furnished by the contractor

2. Contract Agreement

2.1 Within 30 days after the issue of letter of acceptance, the contractor shall have to enter into a written deed of agreement incorporating all the terms & conditions as embodied in the Tender Documents or modified subsequently in writing and those contained in the letter of acceptance, with the Employer.

2.2 The following documents shall be deemed to form and be ready and construed as part of the contract agreement.

- a) The said Tender & Appendix
- b) Form of Tender
- c) General Conditions of Contract



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- d) Special conditions of Contract
- e) Letter of Acceptance
- f) Contract Price
- g) Priced bill of quantities as accepted.
- h) Specifications
- I) Drawings

2.3 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings, hard copies of drawings being followed in preference to soft copies of drawings and figured dimensions in preference to scale and special conditions in preference to General conditions.

In the event of conflict/ discrepancies between the schedules of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:

- a) Description of Schedule of Quantities
- b) Particular Specification and Special Condition, if any,
- c) Drawings
- d) C.P.W.D Specifications
- e) Indian Standard Specifications of B.I.S.

3. Performance Bond:

The successful Tenderer to whom the Letter of Acceptance is issued shall have to deposit an irrevocable performance bond (as per terms given in the prescribed format as per annexure "A" enclosed here with") of a Nationalized bank for a sum amounting to Five Percent (5%) of the contract price and furnish the same in original to the Employer as guarantee for due performance of the contract, within a period of fourteen days from the date of issue of Letter of Acceptance of the Tender. The said performance bond shall be released after the expiry of the Defect Liability/ Maintenance Period after certification by the Architect/ Company. The Employer shall be fully authorized to revoke the Letter of Acceptance and forfeit the Earnest Money Deposit furnished along with the Tender, if the successful Tenderer fails to furnish the said performance bond with in a period of 14 days as specified above.

4. Language(s)

The language, in which the contract documents shall be drawn up, shall be English.

5. Documents Mutually Explanatory

Except if & to the extent otherwise provided by the contract, the provisions of the conditions of contract shall prevail over those of any other document forming part of the contract. Subject to the foregoing, the several documents forming the contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies, the same shall be explained & adjusted by the Architect/Company who shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out.

5.1 Sufficiency of Tender

The contractor shall be deemed to have satisfied himself before entering into the contract, as to the correctness and sufficiency of the rates, drawings and process stated in the priced bill of quantities and the Schedule of Rates and prices as set out in the contract and rates and prices shall except in so far as it is otherwise provided in the contract, cover all his obligations under the contract and all matters and things necessary for the proper execution, completion and maintenance of the works.



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5.2 Absence of Specification

If the specifications do not contain particulars of materials and works which are necessary for the proper completion of the works, and the intention to include, which is inferred, all such materials and works shall be supplied and executed by the contractor without extra charge. If the contractor requires additional information, he shall, so request in writing, well in advance before commencement of the particular work, to the Architect/ Company who will issue such detailed information as necessary within a reasonable time.

5.3 If, however, during the execution of the works, the contractor shall encounter physical condition or obstructions constituting Force Majeure and which could not have been reasonably fore seen by an experienced contractor, the contractor shall forthwith give written notice thereof to the Architect/Employer within two weeks after its occurrence and if in the opinion of the Architect/ Employer, such conditions or obstructions until so instructed by the Architect/ Employer except in the event of there being an urgent need to undertake remedial or other works or repairs to reduce risks of injuries or damages to persons or property.

5.4 Obtaining Information related to execution of work

No claim by the contractor for additional payment will be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works nor will any misunderstandings or the obtaining of incorrect information or the failure to obtain correct information relieves him from any risks or from the entire responsibility for the fulfillment of the contract.

6. Work to be to the satisfaction of Employer/ Architect/-

6.1 The contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Employer/ Architect/ - & shall comply with and adhere strictly to the Architect's/ instructions and directions on any matter (whether mentioned in the contract or not) touching or concerning the works. The contractor shall take instructions and directions from the Architect/-or (subject to the limitations referred to in clause 8 as mentioned in the agreement here of) from the Architect's/-Representative.

6.2 The contractor shall forth with comply with all instructions issued to him by the Employer / Architect/ -in regard to any matter in respect of which the Employer/ Architect /-requiring compliance with an instruction the contractor does not comply therewith , then the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all cost, incurred in connection with such action, shall be recoverable from the contractor by the Employer as a debt or may be deducted by him from any monies due or to become due to the contractor under this contract and carrying out such works by other persons / agencies shall not relieve the contractor from fulfilling his obligations under the contract.

6.3. All instructions issued by the Employer/ Architect/ - shall be issued in writing. However, any Instructions issued orally shall be given immediate effect and shall be confirmed in writing by the Employer / Architect/ Engineer thereof within three days from issuing of such oral instructions. Such instruction can be in the form of note in site register signed by employers/ Architect/-.

7. Serving of Notices

7.1 On Contractor:



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Any notice to be given to the contractor, under the terms of contract shall be served by sending the same by registered post to the contractor's office at Dehradun or principal place of business or delivering the same by hand to the contractor's office at Dehradun or Principal place of business or fax message duly acknowledged by the contractor.

7.2 On Employer:

Any notice to be given to the Employer, under the terms of the contract, shall be served by sending the same by Registered post or leaving the same at the Employer's last known address (or in the event of the Employer being accompany to or at its registered office).

8. Contract Superseeds previous Documents

The contractor shall have no right to any increase in the rates in the Bill of Quantities nor any other right what so ever by reason of any representatives explanation or statement given or to be given or by are as on of any information, promise, or guarantee given or alleged to have been given to him by any person (whether in the Employ of the Employer or not) before the date of the contract if being understood that the contract embodies the whole arrangements between the parties with reference to the contract hereby, constituted and all previous correspondence, negotiations, representatives, explanations, statements, promises or guarantees whether oral or written shall be excluded.

DRAWINGS AND SPECIFICATIONS:

No drawing shall be taken as in itself an order for execution unless, in addition to the Architect/ Consultants signature, it bears express words stating remark **"GOOD FOR CONSTRUCTION."**

Three complete sets of the signed Drawings and Specifications and Schedule of Quantities shall be furnished by the Architect/ Employer to the Contractor. Such copies shall be kept on the works, and the Employer/ Architect/-or his Representatives shall at all reasonable time have access to the same.

All drawings and specifications shall be returned to the Architect/-by the Contractor before the issue of the final certificates. The original copy of contract shall remain in the custody of the Company and shall be produced by him at his office as and when required.

Over and above, Soft Copies of the drawings will be issued by the Architect if requested by the Contractor. Necessary protection will be used by the Architect to prevent willful editing of such soft copies of the drawings by the contractors.

C. DUTIES /POWER OF EMPLOYER/ ARCHITECT/-

1. The duties of the Architect/-representative are to watch & supervise the works and to test & examine any materials to be used on workmanship employed in connection with the works & shall also check measurements and bills. They shall have no authority to relieve the contractor of any of his duties or obligations under the contract, or except as expressly provided hereunder or elsewhere in the contract, to order variation in quantity, to order variation in extension of time limit, extra items, arbitration & extra final payment.

Any approval to be given to the Contractor shall be given by the employer after consultation with the Architect/. The approval may be in the form of separate letter in writing by the employer or by counter signing the approval/ instructions of Architect/- at the site instruction book.

The Employer/Architect/-may from time to time in writing, delegate to the Architect/-representative any of the powers



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and authorities vested in the Employer/Architect/-and shall furnish to the contractor a copy of all such written delegations of powers and authorities. Any written instruction or approval given by the Employer/ Architect/ - Representatives to the contractor within the terms and such delegation (but not otherwise) shall bind the contractor as though it had been given by the Employer/Architect/- provided always as follows: -

- i) In correct approval or failure of the Architect/-representative to disapprove any work or materials shall not prejudice the power of the Employer/ Architect/ -thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- ii) If the contractor shall be dissatisfied, by reasons, of any decision of the Architect/-Representative he shall be entitled to refer the matter to the Employer/ Architect/ Engineer who shall there upon confirm, reverse or vary such a decision.

D. DUTIES OF CONTRACTOR

1. Contractor's General Responsibilities

1.1 The contractor shall, subject to the provisions of the contract, and with due care & diligence, execute, complete & maintain the works & provide all labor including supervision, materials, constructional plant & all other things, whether of a temporary or permanent nature, required in

and for such execution, completion & maintenance so far as the necessity for providing the same, excluding those to be provided by the Employer is specified in the contract, or is reasonably to be inferred from the contract. Temporary electric water charges & any other extra charges shall be paid by the contractor & nothing shall be paid by the employer.

1.2 The contractor shall carry out and complete and maintain the works in accordance with good Architectural/ Engineering practices and using materials and workmanship of the quality and standards there in specified provided that where and to the extent that approval of the quality of materials or of the standards of workmanship is a matter of option, such quality& standards shall be subject to approval and satisfaction of the Employer.

2. Contractor's Superintendence

2.1 The Contractor shall give and/ or provide all necessary superintendence during the execution of the works and as long thereafter as the Employer/ Architect/ - may consider necessary for the proper fulfillment of the contractor's obligations under the contract. The contractor or his competent and authorized technical agent or representative and all other technical staff approved of in writing by the Employer/ Architect/ - (which approval may at any time be withdrawn) are to be constantly present at the work site and shall give whole time to the superintendence of the same. Such representatives shall be adequately qualified and have the required experience in similar works. If such approval shall be withdrawn by the Employer/Architect/ - the contractor shall as soon as is practicable (having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal remove the agent from the site and shall not thereafter employ him again on the site in any capacity and shall replace him by another agent approved by the Employer/ Architect/-.Such authorized agent or representative shall receive on behalf of the contract or directions and instructions from the Employer/ Architect/-or (subject to the limitations contained in the contract) the Employer/ Architect/ - Representative.

2.2 Contractor's senior representative for execution and co-ordination of works



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The contractor shall have on site at all times during working hours throughout the course of the contract at least one competent senior representative who shall be empowered to make decisions bindings on the contractor in respect of all matters likely to arise in connection with the execution & coordination of the works at site & shall keep the Employer/Architect/ - and the employer informed at all times about the name & designation of such representative only. Contractor's senior representative shall have the power to take joint measurements and sign the measurement books/ bills.

2.3 Contractor's employees

The contractor shall provide & employ after approval from the employer/ Architect/ - on the site in connection with the execution, completion & maintenance of the works the following staff but not limited to and with minimum qualification and experience:

- a) Site-in-charge: Graduate in Civil/ Architecture with- 3-years' experience and adequate exposure to works of similar nature and magnitude.
- b) Additional Engineering staff/ Technical assistants as are qualified, skilled & experienced in their respective callings and sub agents, foremen and leading hands are competent to give proper supervision ensuring quality and output to the work they are required to supervise, and
- c) Such skilled semi-skilled and unskilled labors as are necessary or the proper and timely execution, completion & maintenance of the works.

2.4 Removal of contractor's employees

The Employer/ Architect/-shall be at liberty to object to and require the contractor to remove forthwith from the works any person employed by the contractor on or about the execution or maintenance of the works who in the opinion of the Employer/ Architect/-misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Employer/Architect/ - to be undesirable and such person shall not be again employed upon the works. Any person so removed from the works shall be replaced without delay by a competent substitute approved by the Employer/ Architect/ -.

2.5 Unauthorized Persons

No unauthorized persons are to be allowed on the site. The contractor shall instruct all such persons to keep out and shall take steps to prevent trespass.

3. Safety of Site Operations

The contractor shall take full responsibility for the safety, stability and adequacy of all site operations and methods of construction including all temporary works, provided that the contractor shall not be responsible, except as may be expressly provided in the contract, for the design or specification of the permanent works.

4. Assignment

The contractor shall not assign the contractor any part thereof or any benefit or interest therein or there under without the prior written consent of the Employer/Architect/-.



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5. Sub-Letting

Except where otherwise expressly provided in this contract, the contractor shall not sub - let the whole or any part of the works without the prior written consent of the Employer/ Architect/- and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglect of the contractor. Provided always that the provision of labour on a piece work basis shall not be deemed to be sub-letting under this clause

6. Inspection of Site

The contractor shall be deemed to have understood, accepted and to have entered into the contract based on such data regarding hydrological, climatic and physical conditions as shall have been examined by the contractor and/ or as shall have been indicated by the Employer in the documents furnished to the contractor for the purpose of tendering. The contractor shall inspect & examine the site and its surroundings and shall satisfy himself before submitting his tender or entering into the contract as to the form and nature of the site, the quantities and nature of the works, materials necessary for the completion of the works , the means of access to the site, the accommodation he may require and the rules and regulations and statutory obligation he has to fulfill and shall himself obtain all necessary information as torisks,contingenciesandothercircumstanceswhichmayinfluenceoraffec this Tender or the obligations assumed by him under the contract. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

7. Remedy for bad work

If it shall appear to the Employer /Architect/- their representative in charge of the work/ official of Chief Technical Examiner (CTE), that any work has been executed with unsound imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of work are unsound or of a quality inferior to that contracted for , or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Employer/Architect/- specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify and remove & reconstruct the work , so specified in whole or in part as the case may require at his own risk and cost and in the event of his failing to do so within a period to be specified by the Employer/ Architect/-in his demand ,aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the value of work ascertained by the Employer Architect/ -, for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Employer/ Architect/-may rectify or remove and re execute part or whole of the work with new materials after dismantling the rejected works at the risk& cost in all respects from the contractor.

8. Notice of Operation

The contractor shall not carry out important operation without the consent in writing of the Employer/ Architect/- representative.

9. Assistance for Employer/Architect/Employer's Representative

The contractor shall provide for the Employer/ Architect/- at all times during the contract including maintenance, a competent chainman and / or all such other means as they may require to assist him in carrying out or checking any measurements, levels, setting out or measuring up of work. The contractor is also to provide ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Employer/ Architect/-and their representatives.



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10. Construction Records

The contractor shall keep and provide to the Employer/Architect/- Representative full and accurate records of the dimensions and positions of all new work and any other information necessary for the Employer/Architect/- Representative to be able to prepare complete drawings, recording details of the works as constructed.

11. Office Accommodation for Employer/Architect/-and Visiting officials

- 11.1 The contractor shall provide and maintain all necessary office(s) workshops, stores, shelters, sanitary facility, canteens and other temporary buildings for themselves and their staff at site to the approval of Employer/ Architect/ - Representative. The contractor shall also provide without any extra cost office accommodation for the Employer/ Architect /-Representatives, visiting and inspecting officials, Meeting room with an attached toilet. The office space shall be well lighted and air-cooled and shall be provided with the adequate number of electric lights, plug points, ceiling fans, water coolers and all required furniture and fittings including cabinets and drawing stands. In addition, full time assistance of a typist and one office bearer will also be given. The layout and detailed plan of all temporary office accommodation to be built at the site shall be to the approval of the Employer /Architect/McCall such facility shall be removed at the completion of project or any later dates as approved.

11.2 Telephone

The contractor shall maintain a telephone at site at his own cost and shall pay all bills for calls and maintenance. The telephone shall be installed by the contractor and the contractor shall allow the use of the telephone to all other contractor / sub - contractors engaged on the works and may recover proportionate call charges from them. He shall also allow free use of the telephone to the Employer's Representative/ Architect/ -and other visiting officials for phone calls in connection with the works.

12. Lighting for works

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of the works.

13. Site Instruction Book

The Employer/ Architect/ -Representative shall maintain a site instruction book on the site in which he or his authorized representative's remarks, instructions, decisions, and other essential details, of the work shall be recorded. The contractor shall regularly note the contents of this book and initial it signifying his having done so and take immediate action on the same.

14. Progress Report

The contractor shall submit monthly progress reports indicating status of each activity planned for the period under consideration and summary of each completed and planned activity and the anticipated starting date for the activities planned but not in progress, schedule of materials including the details of materials received and expected time of arrival of other materials as ordered and such other details affecting the programme and progress of work to the Employer/Architect/-Representative in a form as required by him which shall also include reasonable number of progress photographs of the works.

15. Site Meetings



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Progress and quality evaluation meetings will be held at site every fortnight. The contractor's senior representative in charge of the project along with his site in charge and other staff including of approved sub-contractors and suppliers as required shall participate in these review meetings and ensure all follow up actions. The contractor shall be responsible for co-coordinating with the Employer/ Architect/ -to arrange such meeting. In case of urgent requirements, the Employer / Architect/- can so ask the contractor to arrange such meetings at site.

16. Return of Plant

The contractor shall supply to the Employer/Architect/- Representative a monthly return showing full particulars on a form, to be approved by him, of the items of the plants including locations and state of each and the sections of the works on which they are employed.

The return is to be presented on the tenth day of each month.

17. Contractor to verify Site Measurements

The contractor shall check and verify all site measurements whenever requested by other specialists, contractors or by nominated or other sub-contractor to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, as will not in any way delay works. A copy of all such information passed on shall be given to the Employer/ Architect/ -Representative.

18. Hoarding

The contractor shall put up a suitable hoarding of approximates 4m x 3m in English to a design to be approved by the Employer/Architect/-. The board shall include the name of the work, Employer, Architects, -and the contractor etc.

19. Specialist Sub-Contractor

The contractor shall get all the specialist works such as the anti-termite treatment, waterproofing work, sanitary plumbing & drainage works, electrical work, false ceiling, aluminum works, doors, firefighting, lift etc. executed through approved specialist contractors having requisite experience in the trade. The list of such specialist sub - contractors the contractor proposes to use, shall be submitted with his tender along with details of their experience and on approval by the Employer/ Architect/ -the particular sub-contractor only shall be appointed for carrying out the work. The Employer/ Architect/- shall have the right to reject any specialist sub-contractor who meets with the approval of the Employer Architect/- and no claim by the contractor regarding this aspect shall be entertained.

20. Shop Drawings

The contractor and / or his approved sub - contractor shall prepare shop drawings for specialist rates such as sanitary & plumbing, electrical and mechanical works, false ceiling, aluminum doors and windows, removable partitions and any other item as stipulated in these specifications in respect to the requirement under the contract. The shop drawing shall follow the design and detailing requirements as indicated in the Architect's drawings, specifications and bills of quantities and shall incorporate the fabrication details as proposed by the contractor/ sub-contractors, the features and exact conditions as available at the site of construction, any aspect related to coordination with other disciplines which might interfere with the proper installation with his work and any other details that the Employer/Architect/- might stipulate. Three copies of these shop drawings shall be submitted by the contractor to the Employer/ Architect/-. The Employer/ Architect/-shall at his earliest convenience, scrutinize these and return One copy to the contractor with his

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remarks/ comments/ approval. On receiving the final approval of the shop drawings, further work on the item shall be proceeded with by the contractor. The contractor shall submit these shop drawings to the Employer/Architect/- sufficiently early and well in advance considering the overall time schedule to allow the Employer/Architect/-reasonable time to scrutinize the drawings and get it corrected before further processing by the contractor. Any plea of delay on this aspect by the contractor shall not be entertained.

The Architect's approval of fabrication working details and shop drawings, however, shall not relieve the contractor from his responsibility for errors and incorrect setting out and coordination between the trades or discipline. The Architect's approval shall be in general and not intended to serve as a check and shall not relieve the contractor from furnishing the materials and performing the works as required by the drawings and specifications.

Should the contractor prove unable to produce satisfactory shop drawings or be unable to produce drawings to conform to the progress of the work the Employer /Architect/- reserves the right to take whatever steps are necessary to have drawings undertaken by others by debit to the contractor's account.

Any decision taken by the Employer /Architect/- to have shop drawings produced elsewhere shall not relieve the contractor of his contractual obligations and the contractor must provide to the Employer /Architect/- all necessary details, physical dimensions, descriptive literature of all equipment and materials to be incorporated on drawings within 10 days of a request from the Employer /Architect/-. No extension in contractual delivery time shall be allowed on account of the time consumed in submission and reviewing of defective drawings & resubmission of the drawings after being incorporated with the comments of the Employer/Architect/-.

21. Photograph of Works carried out

The contractor shall every month supply at his own cost a reasonable number of postcard size-colored photographs of the works carried out from time to time as per the instructions of the Employer Architect/-. In the event of any dispute or termination of contract, either by the Employer or the contractor as provided. The contractor shall arrange to obtain photographs of the works completed upon the date of such termination of such contract.

22. Approved makes

The specifications provide a list of approved makes of some materials specified. The employer/ Architect/- has the right to choose any of the approved makes from the list, which according to him is the best & most suitable for the purpose. The tender price quoted shall cover for this aspect. Only when it is not possible to use any of the approved makes, either due to non-availability or due to technical reasons. The contractor shall propose alternative materials and if found suitable these shall be approved by the Employer/ Architect / - for construction but without any extra cost to the Employer.

23. The contractor shall not employ coal mining or controlled area labor falling under any category whatsoever on or in connection with the work or recruit labor from area within a radius of 32 km (20miles) of the controlled area. Subject as above the contractor shall employ imported labor only i.e., deposit imported labor or labor imported by the contractors from area, from which import is permitted.

24. The contractor shall immediately remove any laborer who may be pointed by the Employer/ Architect/-as being a coal mining or controlled area laborer. Failure to do so shall render the contractor liable to pay to NIA a sum calculated at the rate of Rs.10/-per day per laborer. The certificate of Employer about the number of coalmining or controlled area laborer and the number of days for which they worked shall be final and binding upon all parties to this contract.

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25. It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public area interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

E. TAXES/ DUTIES/ INSURANCE/ PATENT/ INDEMNITY

1. Compliance with Statutes, regulations etc.

The contractor shall conform to in all respects with the provision so if any such statute, ordinance or law as aforesaid and the regulation or Bye -laws of any local or other duly constituted authority prevailing, which may be applicable to the works or to any Temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulation or bye-law. Provided always that the Employer will repay or allow to the contractor all such sums as the Architect/-shall certify to have been properly payable and paid by the contractor in respect of such fees, after due verification of the documents.

2. Patents Rights & Royalties

The contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any constructional plant , machine work or material used for or in connection with the works or temporary works or any of them and from against all claims , demand, proceedings, damages, costs, charges and expenses what so ever in respect there of Orin relation there to. The contractor shall pay all tonnage and other royalties, rent and other payments or compensation (if any) for getting stones, sand gravel, clay or other materials required for the works or Temporary works or any of them.

3. Taxes for works

- 3.1 The contractor shall pay and be responsible for payment of all taxes, duties, levies, fees or charges in respect of the works including GST on works contract, excise duties and octroi, payable in respect of materials, equipments, plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be paid by the contractor's account and Employer shall not be required to pay any additional or extra amount on this account. Variation of the taxes, duties, levies, fees etc. if any till completion of the work, shall be deemed to be included in the accepted rates and no extra claim on this account will in any case be entertained.

3.2 Taxes on Profit

The contractor will be required to pay all taxes levied by the Government on such part of his profit in respect of the contract as is chargeable therewith under the laws for the time being in force.

4. Indemnifying NIA from any claims/ actions

The contractor shall fully indemnify and keep indemnified the NIA against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against NIA in respect of any such matters as aforesaid , the contractor shall be immediately notified thereof and the contractor shall bear liberty, at his own expense to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the President of India if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the

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Engineer-in-charge in this behalf.

5. DAMAGE TO PERSONS AND PROPERTY, INSURANCE, ETC.

The Contractor shall be responsible for all injury to the work or work men persons, animals or things and for all damages to the structural and/ or decorative part of property which may arise from the operation or neglect of himself or of any sub-Contractor or of any of his or a sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include entirely, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, or pathways as well as damage caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Contractor shall indemnify the Employer and hold them harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim the Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract work complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

The Contractor shall obtain a policy covering under Workmen compensation Act, a third-party insurance as well as any other insurance and indemnify the employer entirely from all responsibilities in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the Contractor and the Employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in complete state.

Insurance is compulsory and must be affected from the very initial stage. The Contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of the Contractor.

6. INSURANCES

Unless otherwise instructed the Contractor shall insure the entire work including all materials, etc. to the full value of the contract, and keep the same insured until the virtual completion of the contract against loss or damage by fire and/ or earthquake, flood or damages from whatever cause.

The insurance is to be at the Contractor's own cost & must be placed with a company approved by the employer, in the joint names of the Employer and the Contractor for such amount. If any further insurance, over and above what is stated above is called to be made by the employer, the premium of such further sum shall be all owed to the Contractor as an authorized extra.

The Contractor shall deposit the policy and receipt for premium paid with the Employer within 21(twenty-one) days from the date of issue of work order unless otherwise instructed. In default of the Contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premium paid from any money due, or which may become due to the Contractor. The Contractor shall, as soon as the claim under the policy is settled or the work reinstated by the Insurance company should they elect to do so, proceed with due diligence with the completion of work in the same manner as though the incident had not occurred at all.

The Contractor in case of rebuilding or reinstatement after fire, and any other risk or risks mentioned in the above paragraph shall be entitled to extension of time for completion as the Employer may deem fit.



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7. Insurance against third party risks:

On commencement of the work, the contractor shall take out and submit to the Employers a suitable insurance policy against third party risks. The limits of liability of this insurance shall be as follows:

- a) Contractor's All Risk 'CAR' policy for the value of contract price with third party cover age and necessary workmen compensation policy for own employees of contractor valued for the duration of work.
- b) Value of Contract in respect of any one accident or series of accidents arising out of one event.
- c) Contractor shall take-out third-party insurance for all accidents with value of contract in respect of any person.

F. COMPLETION TIME/PROGRESS REPORT

1. Commencement of Works

The contractor shall commence the works on site within a period of 15 days after the receipt of an order in writing to this effect from the Employer or the Engineer/ Architect or the date of handing over the site whichever is later and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer/Architect or be wholly beyond the contractor's control.

2. Possession of Site for Construction

2.1 Purpose

The Employer will give to the contractor possession of so much of the site as may be required to enable the contractor to commence and proceed with the construction programme referred to in clause 18 hereof (if any) and otherwise in accordance with such reasonable proposals of the contractor as she shall by notice in writing to the Employer/Architect make and will from time to time as the works proceed give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the construction of the works with due dispatch in accordance with the said programme or proposals (as the case may be).

3. Detailed Construction Programme

- 3.1** Within 15 days of receiving letter of Acceptance the contractor shall prepare and submit a detailed construction programme of works in the form of a Critical path network showing the contractor's proposed sequence of operation drawings, construction/ manufacture, delivery erection and commissioning to ensure that the works as comprised in the contract are completed well before the completion period of - 60 days.

Time being the essence of the contract; the contractor shall have to follow strictly the Detail Construction Programme as approved by the Employer/Architect/-. It shall be the responsibility of the contractor to deploy equipment, engage skilled, unskilled labour and commissioning of all other materials and financial resources to ensure that the progress of work is achieved strictly according to the approved construction programme.

At any stage or stages during the currency of the work, should there be found any slippage in achievement of progress of any activity / activities. which is / are either on the critical path or in respect of which, float time becomes zero and come on the critical path, the contractor shall be advised to furnish the revised critical path network and the contractor shall have to augment and supplement his arrangements and organization for the work in such a manner that the work gets regulated as per the approved programs.



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3.2 Estimated Expenditure

The detailed programme shall also show the month wise estimates of expenditure and cash flow requirements for completion of the work.

3.3 Progress Report

a) Monthly detailed progress reports showing the progress of individual activities of programme as achieved at site till such period and being suitability marked on the approved network diagram, or as directed by the Architect/ -, shall be provided by the contractor indicating the actual state of progress during the course of the contract, together with other details, procurement & delivery schedules of materials/ equipments, as required by the Architect/ -. Four copies of such progress report shall be submitted by the contractor to the Employer through the Architect/-on or before the 3rd day of each month.

b) The submission to and comments/ approval by the Employer/ Architect/ Representative shall not relieve the contract or of any of his duties, responsibilities, or liabilities under the contract.

G. SITE PREPARATION AND EXECUTION OF WORK

1. STORAGE OF MATERIALS: -

The Contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of Sub-Contractors and remove the same on completion. Cement godown shall be constructed for storing as per norms with as tack of 10 bags each, two ft. Opening all around with two ft. Passage between each stack. Cement should be stored one ft. above the ground level and the floor of the godown shall consists of wooden planks resting one base prepared of dry bricks.

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

2. Tools:

All tools, equipments and instruments as instructed by the Employer/ Architect/-and as are considered necessary for the work shall be provided by the Contractor for the due performance of this contract.

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

The masons and the supervisors on the work shall carry with them always a one meter or two-meter steel tapes and a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Employer/Architect / - will use any or all measuring instruments or tools belonging to the Contractor for checking the work executed or being executed on the contract.

The Contractor should cover in his rates for making provisions for all reasonable facilities for the use subecontractors for their work or for work to be Employer /Architect/-.

3. Setting Out

The contractor shall be responsible for the true and proper setting out of the works in relation to original points lines



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and levels of reference given by the Employer/ Architect/ -in writing and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labor in connection there with. If at any time during the progress of the works any error appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor required to do by the Architect/ Employer/-, or its representative, shall at his own expense rectify such error to the satisfaction of the Employer/Architect/- or its Representative. The checking of any setting out of any line or level by the Employer/Architect/ -or its Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall currently project and preserve all bench- marks, sight- rails, pegs and other things and references used in setting out the works.

4. DATUM

The 'datum' will be furnished by the Employer Architect/-in conformity with regulations of appropriate Authority. The contractor shall made arrangements for preserving the above datum till completion of the work. All levels shown in the drawings are to be strictly adhered to.

5. BENCHES

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

6. Bore holes & Exploratory Excavation

If at any time during the execution of the works the Employer/ Architect/-shall require the contractor to make bore holes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an additional order under the provisions of Clause hereof and a provisional sum in respect of such anticipated work shall have been included in the bill of quantities.

7. Watching Lighting

The contractor shall in connection with the works provide and maintain at his own cost adequate lights, guards, warning signs and watch & ward staff when and where necessary or required by the Architect/ Employer/-for the protection of the works or for the safety and convenience of the public or others.

8. Care & Protection of Works

From the commencement to the certified completion of the whole of works, the contractor shall take full responsibility for the care there of and do fall Temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any Temporary works for any cause what so ever (save and except the excepted risks as defined in clause H of SCC) the contractor shall at his own cost repair and make good the same so that at completion , the works shall be in good order and condition and in conformity with every respect with the requirements of the contractor and the Employer/Architect/ -instructions. In the event of any such damage, loss or injury happens from any of the expected risks, the contractor shall, if to the extent required by the Employer/Architect/ - and subject always to the provisions of clause H 1.2 of SCC, repair and make good the same as aforesaid at its or his own expense of the contractor.

The contractor shall also be liable for any damage to the works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with



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his obligations under clause H 2 of SCC thereof. The contractor shall indemnify the Employer from all risks on this account.

9. Giving of Notices & payment of fees to Authorities

The contractor shall, in time give all notices and pay for all fees required to be given or paid by any central or state statute ordinance or other law or any regulation or Bye - law of any local or other constituted authority in relation to the execution of the works of any Temporary works and by the rules and regulations of all public bodies and companies affected in any way by the works or any Temporary works.

10. Excavated materials property of Employer

All materials and things of any kind obtained from excavations or found on or under the site or any additional site which the contractor may be all owed to occupy, shall remain the property of the Employer and shall not be used in the works or sold or otherwise disposed of without the write authority of the employer unless otherwise expressly provided in the specification. No excavations are to be made upon the site or additional site beyond those shown on the drawings without written authority of the Employer/ Architect or the Employer/ Architect's Representative.

11. Fossils, etc.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be deemed to be the absolute property of the Employer and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Architect/ Engineer's representative of such discovery and carry out at the expense of the Employer and the instructions of employer's/ Architect's representative's to the disposal, or otherwise, of the same.

12. Interference with Traffic and adjoining properties

All operations necessary for the execution of the works and for the construction of any Temporary works shall so far as incompliance with there quirements of the contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public and private roads and footpaths or to or of properties whether in the possession of the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expense what so ever arising out of or in relation to any such matters in so far as the contractor is responsible therefor.

13. Extraordinary Traffic

13.1 The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways and bridges.

13.2 Special loads

Should it be found necessary for the contractor to move one or more loads of constructional Plant Machinery or pre-constructed units or parts of units of work over part of a highway or bridge the moving where of is likely to damage any highway or bridge unless special protection or strengthening is carried out then the contractor shall adopt proper



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&adequate measures and shall be responsible for all the costs and consequences thereof.

13.3 Settlement of Extra Ordinary Traffic Claims

If during the carrying out of the works at any time there after the Employer receives any claim arising out of the execution by the contractor of the works in respect of damage or injury to highway s or bridges he shall immediately report the same to the Architect/ Employer/-and the contractor and thereafter the contractor shall negotiate the settlement of and pay all sums due in respect of all claims and shall indemnify the Employer in respect thereof and in respect of all claims, demands, proceedings, damages, costs charges and expenses in relation thereto provided always that if and so far as any such claims or part thereof shall in the opinion of the Architect/ Employer/-be due to any failure on the part of the contractor to observe and perform his obligations then the amount certified by the Employer/ Architect/-due to such failure shall be paid by the contractor. Point it out to the contractor through the Employer/Architect/-and in case contractor fails to settle the claim within reasonable time, the employer in case so required will settle/ pay the claimed amount, which will be adjusted in the bill payable to the contractor.

14. Opportunities for other contractor/agencies

The contractor shall, in accordance with the requirements of the Employer/Architect/-,afford all reasonable opportunities for carrying out their work to any other contractor or agencies employed by the Employer and their workmen and to the workmen of the employer and of any other duly constituted authority who may be employed in the execution on or near the site of any work not included in the contractor or of any contract which the employer may enter into in connection with or ancillary to the works. For any dispute in the matter, the same should be referred to Employer /Architect/ -and decision given by them will be binding.

15. Supply of Plant Materials & Labour

Except where otherwise specified, the contractor shall at his own expense supply and provide all the constructional plant, tools & equipment, temporary works, materials both for temporary and for permanent works, labor (skilled & unskilled and including the supervision thereof), transport to or from the site and in and about the works and other things of every kind required for the construction, completion, and maintenance of works.

16. Site Clearance

16.1 Contractor to keep site clear

During the progress of the works, the contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any constructional plant and surplus materials and clear way and remove from the site any wreckage, rubbish or temporary works which are no longer required.

16.2 Clearance of Site on completion

On the completion of the works, the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish, and temporary works of every kind and leave the whole of the site and works clean and in a workmanlike condition to the full satisfaction of the employer/ Architect/ -not later than one month from the virtual completion of the works.

17. Quality of Materials & Workmanship



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All materials & workmanship shall be the best of the respective kinds described in the contractor and in accordance with the Employer Architect/ -instructions & shall be subjected from time to time to such tests as the Employer Architect/ - may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The contractor shall upon the instruction of the Employer Architect/ -furnish him with documentation to prove that the materials & goods quality with the requirements of contract. The Employer Architect/ -may issue instruction in regard to removal of material from site or any work, if the same is not in accordance with the contract. The contractor shall provide such assistance instruments, machinery, labour & materials as are normally required for examining, measuring & testing any work and the quality, weight, or quantity of any materials before incorporation in the works for testing as may be selected and required by the (Employer/Architect/-/their representative). However, the employer shall have every right to have the materials/ quality checked as to ensure the standard of construction & quality of materials.

18. SAMPLES & TESTING

18.1 Apart from adhering to any special provision made in the specifications regarding submission of samples, the contractor shall within 10 days of his receipt of Letter of Intent, provide to the Employer/Architect/- samples along with the detailed literature of all materials, he proposes to use in the building irrespective of the fact that a specific make/ material might have been stipulated. If certain items, proposed to be used, are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificates of the same shall be prepared at site, detailed literature / test certificate of the same shall be provided instead. Before submitting the samples / literature, the contractor shall satisfy himself that the material / equipment for which he is submitting the samples / literature meet with the requirement of the specification. The Employer/ Architect/ -shall check; the sample and give his comments and / or approval to the same. Only when the samples are approved in writing, he shall proceed with the procurement and installation of the same. The approved samples shall be signed by the Employer/Architect/- for identification and shall be kept on record at his office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.

18.2 For items of work where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.

18.3 The Employer/Architect/-shall give his comments/approval to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications shall be able to the account of the contractor. In this respect the decision of the Employer/Architect/-will be final.

18.4 On delivery of the supplies at the site, the contractor shall specifically arrange to get the supply inspected by the Employer/Architect/-and compared with the approved sample and his specific approval obtained before using the same in the work.

18.5 If samples are not approved, the contractor shall forthwith arrange to supply to the 'Employer/ Architect/ -for his approval, fresh samples complying with the specification laid down in the contract. Architect/-shall always keep the employer fully informed.

18.6 The contractor shall be bound, at his own cost to get the regular testing of samples of each batch of cement & steel and other materials in the manner as specified by I.S.I. or B.I.S. relevant codes or in the manner as may be specified by the 'Employer/Architect/-and get the same approved by the Employer/Architect/-, before their use on works.

18.7 Alternately, the Employer/Architect/- shall be entitled to have the necessary tests carried out at contractor's cost for any materials brought/ supplied by the contractor, other than those, for which satisfactory proof has already been



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furnished, and the contractor shall provide, at his expense, all facilities which the Employer/Architect/-may require for the purpose.

18.8 If any tests, other than those specified in the contract are required by the Employer/Architect/-, the contractor shall provide all facilities required for the purpose and charges for all such tests shall be borne by the contractor.

18.9 Cost of materials consumed in the tests shall be borne by the contractor, in all cases.

18.10 Should there be any doubt about the accuracy or results of certain tests carried out by the contractor at site or outside, the Employer/Architect/- shall be entitled to get the confirmatory testing carried out at an alternative facility at the contractors cost and the contractor shall be bound to provide all facilities & co-operation for the alternative testing.

19. ACCESS FOR INSPECTION

The Employer/Architect/-, and their respective representatives shall at all reasonable times have free access to the works, the site and to the workshops, factories or other places where materials are lying or from which they are being obtained and the contractor shall give every facility to the Employer/Architect/-, and their representatives necessary for inspections and examination and test of materials and workmanship. The contractor shall afford every facility and assistance for inspecting the works & materials and for checking and measuring materials.

20. Examination of work before covering up

20.1 No work shall be covered up or put out of view without the approval of the Employer/Architect/- or the Representative and the contractor shall afford full opportunity for the Employer/Architect/-or the Representative to examine & measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give information to the Employer/Architect/- Representative whenever any such work or foundations is or are ready or about to be ready for examination and the Employer/Architect/-representative shall without unreasonable delay; attend for the purpose of examining and measuring such work or for examining such foundations.

20.2 Uncovering and making openings

The contractor shall uncover any part or parts of the works or make openings in or through the same as the Employer/Architect/-may from time to time direct and shall reinstate and make good at his cost such part or parts to the satisfaction of the Employer/Architect/-.

21. PROTECTION OF ADJACENT BUILDINGS / STRUCTURES / OCCUPANTS / INHABITANTS / USERS

The Contractor shall be solely responsible for the protection of the adjoining / adjacent buildings / structures etc. within and outside the campus, and shall erect necessary scaffoldings / take other protective measures for the same. The Contractor shall also be solely responsible for the safety of the occupants / inhabitants / users of the adjoining / adjacent buildings and structures.

2. Inspection & Testing during manufacture

The Employer/Architect/-shall be entitled during manufacture to inspect, examine and test on the contractor's premises during working hours the materials and workmanship and check the progress of manufacture of all fabrication materials to be supplied under the contract, and if part of the said materials is being manufactured on other premises, the contractor shall obtain permission from the Employer/Architect/-to inspect, examine and test as if the said plant were being

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manufactured on the contractors premises. Such inspection, examination or testing if made shall not relieve the contractor from any of his right obligation under the contract.

3. Dates for Inspection & Testing

The contractor shall agree with the Employer/Architect/-the date on and the place at which any plant / works will be ready for testing as provided in the contract and unless the Employer/Architect/- or its Representative shall attend at the place so named on the date agreed, the Employer/Architect/-shall ensure to be present personally or hire a qualified representative with the tests, and shall forthwith forward to the Employer/Architect/-duly certified copies of the test readings.

4. Facilities for Testing at Manufacturer's Works

For tests on the premises of the contractor or of any sub-contractor, the contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus, and instruments as may be requisite and as may be reasonably demanded to carry out such tests efficiently.

5. Way leaves etc.

The contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purpose of the works.

6. Power, Water & Other facilities

The contractor shall be responsible to provide within the scope of work all facilities necessary for the performance of the work including (but not limited to) water, electrical power, electrical power through generator transportation, labor tools, construction and testing equipment and machinery, borrow areas, access roads and right (s) of way to or about the job site(s) and or borrow area.

The employer does not warrant or undertake the provision of any facility aforesaid or otherwise whatever to the contractor, or assistance on obtaining / procuring the same or other assistance whatever for or in the performance or testing of the work and the contractor shall not imply by conduct, expression or assurance or by any other means, any promise or obligation on the part of the employer contrary to the provision hereof and any such promise or obligation understood by the contractor shall not be binding upon the employer, or for any claim thereof at time during the period of contract.

7. Night or Sunday Work

Subject to any provision to the contrary contained in the contract none of the permanent work shall save as herein provided, be carried on during the night or on Sundays without the permission in writing of the Employer/Architect/- or its Representative , save when the work is unavoidable or absolutely necessary for the Technical Reasons , saving of life or property or for the safety of works in which case the contractor shall immediately advise the Employer/Architect/-, Provided always that the provisions of this clause shall not be applicable in the case of any work, which becomes essential to carry out by rotary or double shifts in order to achieve the progress & quality of the part of the works being technically required/continued with the prior approval of the Employer/Architect/-.

All work at night shall be carried out without unreasonable noise and disturbance and with the approval of local authority. If so applicable, the contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings ,



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costs, charges and expenses whatsoever in regard or in relation to such liability and the financial liability if incurred by the employer shall be deducted from the bill raised / certified for payment.

8. Dimensions and Levels

All dimension and levels shown on the drawings shall be verified by the contractor on the site and he will be responsible for the accuracy and maintenance of all dimensions and levels.

Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small - scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect/Architect's Representative before proceeding with the work.

9. Employer's Supply of materials

The employer, entirely at their own discretion may decide to supply some materials. In such a case, the rates of items of work affected due to such supply shall be suitably varied as per analysis of rates as directed by the Employer/Architect/-. No claim on this aspect from the contractor shall be entertained.

10. Keeping Site Clean

During the progress of the works and when directed by the Employer/Architect/- or its Representative, the contractor shall keep the site clear of all rubbish and debris including that which may be deposited on the site by any sub-contractor until the date of issue of certificate of completion. The cost of keeping the site clean shall be deemed to have been included for in the rates.

On completion of the works, the contractor shall at his own expenses clear away and remove from the site not later than - 7- days from the date of completion of works all constructional plant, surplus material, rubbish and temporary works of every kind and leave the entire site and works clean and in work man like condition to the satisfaction of the Employer/Architect/- or its Representative.

11. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The Contractor shall conform to the provisions of any Act of the Legislature relating to the, work and to the Regulations and byelaws of any authorities, and/or any water, lighting, and other companies, and/or authorities with whose systems the work under the contract has relevance and shall before making any variations from the drawings or specification that may be associated to so conform, give the variations proposed to be made and the reasons for them and apply for instruction thereon. The Employer /Architect/-on receipt of such intimation shall give a decision within a reasonable time.

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

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

12. CLEARING SITE AND SETTING OUT WORK.

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

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

These benches will consist of timber posts of adequate length and minimum diameter 75 mm to be driven in the ground at suitable distance as directed encased with brick work. The wire nails will be driven on the top of wooden post on the center line of columns, walls, inside and walls, columns etc may be clearly indicated so that checking may be done at any time if it is so required.

13. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out any trench, sewer, drain, cesspool, or other place shall not be deposited on the surface but shall be at once carted away by the Contractor to a safe place as per rules of the appropriate authorities/instruction of the Employer/Architect/-. The Contractor shall keep the foundations and work free from water and shall provide and maintain at his own expenses electrically or other power-driven pumps and other plant to building is handed over to the Employer for the purpose, until the building is handed over to the Employer. The Contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the employer and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

14. ACCESS

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

15. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

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

The Contractor shall have to carry out tests on materials and workmanship in approved material testing laboratories or as prescribed by Employer/Architect/- at the Contractor's cost to prove that the materials etc. under test conform to the relevant I.S. Codes or as specified in the specifications. No extra payment on this account should in any case be entertained.

The Contractor shall get the materials used in the Construction tested at a recognized Engineering College / Laboratory at his own cost and forward the reports to the Employer/Architect/-.



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A list of materials of approved make and brand is shown in the "Technical Specification". Materials are to be used from the annexed materials list. In case of genuine non-availability of specified makes, alternative products of equivalent may be used with prior permission from the Employer/Architect/-.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels under the contract must be provided through normal channels and must include charges for all duties, sales tax, octroi and other charges legally payable and must be the best of their kind available and the Contractor shall be entirely responsible for the proper and efficient carrying out of the work. Samples of all materials to be used must be submitted to the Employer/Architect/-when so directed by the Employer/Architect/- and written approval from Employer/Architect/-must be obtained prior to placement of order. A register should be maintained by the Contractor at the site showing records of test results along with the original test report of materials. Separate register should be maintained with approved samples of each material duly signed by the Employer/Architect/-.

During the inclement weather, the Contractor shall suspend concreting and plastering for such time as the Employer/Architect/-may direct and shall protect from injury all work during its course of execution. Any damage during the currency of the present work to any part of the work for any reasons due to rain, storm or neglect of Contractor, shall be rectified by the Contractor in an approved manner at no extra cost.

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

The Contractor shall cover up and protect from damage, from any cause, all new work and shall supply all temporary protection for the execution of the work whether by himself or special tradesman or Sub-Contractor and any damage caused must be made good by the Contractor at his expenses.

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

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

17. SUBSTITUTION

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

18. CONCEALED WORK

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

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conveniently tested or checked, the decision of the Employer/Architect/-shall be accepted as correct and binding on the Contractor.

19. Urgent Repairs: -

If, by reason of any accident of failure, or other event occurring or connection with the works, or any part thereof, either during the execution of the works, or during the DLP, any remedial or other work or repair shall in the opinion of the Employer/Architect/-, be urgently necessary for the safety of the works and the Contractor is unable or Unwilling at once to do such work or repair, the Employer may employ and pay Other Persons to carry out such work or repair as the employer Architect may consider necessary. If the work of repair so done by the Employer is the work which in the opinion of the Employer/Architect/-, the Contractor was liable to do at his own expense under the Contract, all expenses incurred by the Employer in so doing shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any monies due or which may become due to the Contractor. Provided always that the Employer/Architect/-as the case may be, shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

20. The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings, and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the NIA. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall, when ordered (in writing) by the NIA, remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable materials and for reconstruction of all works ordered by the NIA, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for . In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Architect/Company. The contractor shall be paid for the damages / destruction suffered and for testing the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Architect/NIA regarding the quality of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

21. Plants etc, not to be removed

No constructional Plant Temporary works or materials or any part thereof shall be removed from the site without the written consent of the Employer/Architect/-which consent shall not be unreasonably withheld where the same is no longer immediately required for the purpose of completion of the works. The Employer will permit the contractor the exclusive use of all such constructional plant, Temporary works, and materials in and for the completion of the works until the happening of any event which gives right to the Employer to exclude the contractor from the site and proceed with the completion of the works.

H WORKS TO BE MEASURED

1. The Employer shall except as otherwise stated ascertain and determine by measurement of the quantity and value of work done in accordance with the contract. He shall, when he requires any part or parts of the works to be measured give notice to the contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Employer/Architect/-or an Employer/Architect/-of choice of employer in checking such measurements & other substantiations of the Bill submitted by the contractor and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then the measurement made by the Employer/Architect/-



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or approved by him shall be taken to be the correct measurement of the work and shall be conclusive and binding on the contractor.

2. For the purpose of measuring such permanent work as is to be measured by records and drawings , the Employer/Architect/- and its Representative shall prepare records and drawings of such work from time to time and the contractor , as and when called upon to do so in writing , shall within 14 days, attend to examine and agree such records and drawings with the Employer/Architect/- or its Representative and shall sign the same when so agreed and if the contractor does not so attend to examine and agree such records and drawings within the aforesaid period they shall be deemed to be correct.
3. The work shall be measured notwithstanding any general or local custom except where otherwise specifically described or prescribed in the contract.

I. WORKMANSHIP

For Plumbing & Sanitary Work.

All the water supply and sanitary works shall be carried out by the licensed plumbers approved by the local authorities and skilled workman, experienced in the trade.

All works shall be completely concealed either within shafts or chases or in fills and dropped ceilings unless specifically shown in drawings or required otherwise.

All works shall be adequately protected to the satisfaction of the Employer/Architect/-in charge, so that the whole work is free from damage throughout the period of construction upto the time of handing over.

The contractor shall be responsible for coordinating the work with works of other trades sufficiently ahead of time to avoid unnecessary hold-ups. Hangers, sleeves, recesses etc. shall be left in time as the works proceed whether or not these are shown in drawings.

All clamps, screws, bracket and all miscellaneous steel works needed in the work shall be fully galvanized. Only specified brands of materials will be used subject to the approval of the sample.

Before the work is handed over, the contractor shall clean all fixtures removing all plaster, stickers, rust stains and other foreign matter of discoloration of fixtures leaving every part in acceptable condition and ready for use, to the satisfaction of the Employer/ Architect/-.

All Sanitary ware and fittings shall conform to I.S. Standards. The contractor shall submit samples of all fittings and fixtures proposed to be used to the Employer/Architect/-for his approval. The approved samples shall remain with the Employer/Architect/-till the completion of the work.

All workmanship shall conform to Indian Standard Codes of Practice. The fixing and finishing shall be neat, true to level and plumb. Manufacturer's instructions shall be followed closely regarding installation and commissioning.

All fixtures shall be protected throughout the progress of the work, from damages Special Care shall be taken to prevent damage and scratching of fittings. Tool marks on exposed fixtures shall not be accepted. Protective papers on fixtures shall be removed with hot water only at the final completion of work.



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All the water supply, drainage and sanitary works shall be carried out strictly as per specifications, BIS codes and CPWD specifications with amendments up-to-date.

Testing

Before any pipe for water supply are painted or covered the same shall be tested to a hydraulic pressure of 1.5 liters the working pressure. Pressure shall be maintained for at least 4 hours without appreciable drop in pressure. In addition to the sectional testing of water supply pipes, the contractor shall test the entire installation on completion of the job to the entire satisfaction of the Employer/Architect/-. The contractor shall rectify all leakages and restore damage done to the building and furniture at his own cost.

Electrical Work

Approval by Fire Insurance

The equipment supplied along with its accessories shall be those approved for use in electrical installation by the Fire Sectional committee of the Insurance Association of India.

Compliance to Indian Electricity Rules

The equipment supplied as well as the installation work carried out shall comply in all respects with Indian Electricity Act and India Electricity Rules (1955) as amended up-to-date.

Codes and Regulations

The work shall be governed by the electrical drawings, this specification in conformity with relevant Indian Standard Code and regulations issued by the Bureau of Indian Standards.

Statutory Regulations Inspection and Testing

It will be the contractor's responsibility to prepare and submit drawings, test certificate and any other information as may be required by the local authorities to obtain supply and commissioning of the equipments. The contractor shall assist in the explanation of its drawings and coordinate with the owner for approval to the drawings and to the work as executed. Necessary fees as required will have to be paid by the contractor.

Competency of Electrical Staff

Accepted norms of good workmanship are required. The electrical works shall be done by qualified and trained staff having sufficient competency in electrical works and under the overall supervision of electrical contractors licensed by the statutory authorities.

Conformity to Specification

The work is to be executed according to the electrical drawings, these specifications, the relevant IS codes. In case of ambiguity the following order shall prevail

- (a) As detailed in the nomenclature of the item in the Bill of Quantities read with drawing.



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- (b) The particular specifications of the item as detailed.
- (c) The relevant IS codes.
- (d) The Indian electricity rules (1955)

The work shall be executed neatly and well finished to conform to good workmanship levels.

J. FAULT OF CONTRACTOR

1. Removal of Improper works & Materials

- 1.1 The Employer/Architect/-shall during the progress of the works have power to order in writing from time to time
 - (a) The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the Employer/Architect/-are not in accordance with the contract.
 - (b) The substitution of proper and suitable materials and
 - (c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment there for) of any work which in respect of materials or workmanship is not, in the opinion of the Employer/Architect/-in accordance with the contractor.

2. Default of Contractor in Compliance

In case of default on the part of the contractor in carrying out such order the Employer shall be entitled to terminate contract or employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any monies due or which may become due to the contractor.

3. Remedy on contractor's failure to remove defective work

If the contractor shall fail to carry out any such work as aforesaid required by the Employer on the advice of the Architect/- shall be entitled to carry out such work by his own workmen or by other contractors and if such work which in the opinion of the Architect/-, the Contractor was liable to do his own expense under the contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the Employer and shall be deducted by the Employer from any monies due or that becomes due to the contractor.

4. Correction/ Withholding of Certificates: -

The Employer/Architect/-may by any certificate make any correction or modification in any previous certificate, which shall have been issued and shall have power to withhold approval of any certificate if the works of any part thereof are not being carried out to satisfaction.

The final bill shall be submitted by the Contractor to the Employer/Architect/-within one month of the date of certificate of completion furnished by the Architect/- and payment shall be made by the employer within three months from the date of receipt of the final bill duly verified and certified by the Architect/-. The final bill shall be accompanied by a certificate of completion from the Architect/-. Payments of final bill shall be made after deduction of Retention Money, which sum shall be refunded in the manner stated therein. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

K. VARIATION AND FIXATION OF RATES



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1. Variations

1.1 If the Employer/Architect/-may take any variation in quality or quantity of the works or any part thereof that may in their opinion be necessary, then the Architect/- with the prior written consent of the Employer shall have power to order the contractor to carry out the same and in any of the following:

- (a) Increase or decrease the quantity of any work included in the contract.
- (b) Omit any such work.
- (c) Change the character or quality or kind of any such work.
- (d) Change the levels lines position and dimension of any part of the works and
- (e) Execute additional work of any kind necessary for the completion of the works.

And no such variation shall in any way validate or invalidate the contract but the value (if any) of all such approved variations shall be taken into account in ascertaining the amount of the contract price.

1.2 The price of materials and/or wages of labor required for execution of work shall not be considered.

1.3 Orders for Variation to be in writing

No such variation shall be made by the contractor without an order in writing of the Employer/Architect/-, except for urgent works/ repairs in terms of clause 49 here of provided that no order inwriting shall be required for increase or decrease in quantities not amounting to more than twenty five percent in the total quantity of works where such increase or decrease is not the result of an order given under this clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities provided also that if for any reason the Employer/Architect/-shall consider it desirable to give any such order verbally, the contractor shall comply with such order and any conformation in writing of such verbal order given by the Employer/Architect/- whether before or after the carrying out of the order shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the contractor shall within seven days confirm in writing to the Employer/Architect/-any verbal order of the Employer/Architect/-and such confirmation shall not be contradicted in writing by the Employer/Architect/-within fourteen days, it shall be deemed to be an order in writing by the Employer/Architect/-.

1.4 Valuations of Variations

The Employer/Architect/-shall determine the amount if any which in his opinion shall be added to or deducted from the contract Price, in respect of any extra or additional work done or work omitted or work substituted by his order. All such work shall be valued at the rates set out in the contract or derived from a relevant and /or similar item of the contract if in the opinion of the Employer/Architect/-the same shall be applicable. If the contractor shall not contain any rates applicable to the extra or additional / substituted work then suitable prices shall be agreed upon between the Employer/Architect/-and the Contractor, on the basis of standard analysis or rates of CPWD OR NBP or actual expenditures. (Proof of which shall have to be furnished by the contractor to Employer/Architect/-satisfaction) plus 15% (fifteen percent) covering contractor's profit, contractor's special and general attendance, as may be decided by the Employer/Architect/-. In the event of disagreement, the Employer/Architect/-shall fix such prices as shall, in their opinion be reasonable and shall communicate to the contractor & which shall be binding upon on the contractor. Under no circumstances, the contractor shall at any stage suspend the work on account of non-settlement of rates of such deviated items. It is however made clear that in case the variation involved does not increase the area as per plans. Contractor shall not be entitled to any additional amount.

1.5 Variations Exceeding 25 percent



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If the net effect of all variations (other than those arising by reason of any clause relating to variations in price of materials and /or labour) shall be found, on completion of the whole of the works, to result in a reduction or an addition greater than 25 percent of the sum named in the Tender the amount of the contract price shall be amended by such sums as shall be agreed upon between the Engineer & the contractor. In the event of disagreement, the Engineer shall fix such sum, as shall, in his opinion, be reasonable and proper regard being had to all material and relevant factors including the contractor's own cost and overheads.

1.6. Contract Price not subject to variation

Save as specifically provided elsewhere in the conditions of contract, the contract rates shall not be adjusted in respect of any increase or decrease of cost to the contractor in carrying out the works by reason of alteration in the rates of wages and allowances payable to labor or change in the conditions of employment thereof or change in the cost of materials (whether for the permanent or temporary works) consumable stores fuel and power or variations in the rates of freight and insurance or in the incidence of or rates of landing charges or the operation of any law or statute or variation in the cost of any other matter or thing of whatsoever nature subsequent to the date of tender.

Power of Employer/Architect/-to fix rates

1. Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the works or to any part thereof shall be such that, in the opinion of the Employer/Architect/-the rate of price contained in the contract for any item of the works is, by reason of such omission or addition/ substitution rendered unreasonable or inapplicable, then a suitable rate or price shall be agreed upon between the Employer/Architect/-and the contractor. In the event of disagreement, the Employer/Architect/-shall fix such other rate or price as shall in his opinion be reasonable and proper having regard to the circumstances and with the approval of the employer. Any item cropping up during the execution which is not in the bill of quantity & is proposed by Employer/Architect/-in the interest of job, the rates of such item shall be fixed/ recommended by the Architect/-based on the rate calculations through the proper analysis & the same shall be approved by the Company / employer & only then the contractor shall be allowed to execute at site.

2. Day Work

The Employer may if, in his opinion it is necessary or desirable, depending on nature / circumstances of the work, order in writing that any additional or substituted work shall be executed on a day work basis. The contractor through the Employer/Architect/-shall then be paid for such work under the conditions set out in the day work schedule included in the Bill of Quantities and at the rates and prices affixed thereto by him in his Tender. The contractor shall furnish to the Employer/Architect/-receipts for other vouchers as may be necessary to prove the amounts paid and before ordering materials shall submit to the Employer/Architect/-quotations for the same for his verification & approval thereof.

In respect of all work executed on a day work basis the contractor shall during the continuance of such work deliver each day to the Employer/Architect/- or its Representative an exact list in duplicate of the names, occupation and time of all workmen employed or to be deployed on such work together with the brief description of particular job in advance for verification by the Employer/Architect/- or its Representative and a statement also in duplicate showing the description and quantity of all materials and plant used thereon in approved format or there for (other than plant which is included in the percentage addition in accordance with the Schedule herein before referred to) . One copy of each list and statement will if correct or as agreed shall be signed by the Employer/Architect/- or its Representative a priced statement of the labor material and plant (except as aforesaid) used on day works as approved and the contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered and approved by the Employer/Architect/-. Provided always that if the Employer/Architect/-shall consider that for any reason the sending of such list or statement by the contractor in accordance with the foregoing provision, the contractor shall maintain a separate



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system for workman/ labor employed together with amounts disbursed subject to certification by Employer/Architect/-, the amount claimed shall be disbursed by the employer on total bill raised.

3. Quantities

In pursuance of clause 33 hereof, the quantities set out in the Bill of Quantities are the estimated quantities of the work and they are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfilment of his obligations under the contract & the quantities may vary conforming to actual site conditions & requirements and such variation shall not in any way vitiate or invalidate the contract, nor shall the contractor be entitled to any additional claim for increase or decrease of quantities of any item/ items of work.

L. RECOVERY OF CLAIMS

1. Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Company shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid the Company shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Company shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Company or any contracting person through the Company pending finalization of adjudication of any such claim.
2. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Company will be kept withheld or retained as such by the Company till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Company shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company as the case may be, whether in his individual capacity or otherwise.
3. Company shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed the contractor shall be liable to refund the amount of over payment and it shall be lawful for Company to recover the same from him in the manner prescribed in sub clause (i) of this clause or in any other manner legally permissible ; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Company to the contractor without any interest thereon whatsoever. Provided that the Company shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the superintending engineer or executive engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the superintending engineer or the executive engineer.
4. Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Company or any other contracting person or persons through the Company or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Company or with such other person to persons.



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5. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Company or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

M. COMPLETION

1. Final Certificates & Termination of responsibilities

1.1 Final Completion Certificate

On successful completion of entire works covered by the contract to the full satisfaction of Employer/Architect/-, the contractor shall ensure that the following works have been completed to the satisfaction of Employer/Architect/-: (a) clear the site of all scaffolding , wiring , pipes, surplus materials, contractor's labor, equipment and machinery (b) demolish, dismantle and remove all contractor's site offices and quarters and other temporary works , structure and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to contractor by the owner and not incorporated in the permanent works (c) remove all rubbish, debris etc. from the site and the land allotted to contractor and shall clear , level and dress , compact the site as required and said land to the satisfaction of the Employer/Architect/-. (d) shall put the owner in undisputed custody and possession of the site & all land allotted by the owner to the contractor, (e) all defects / imperfections have been attended & rectified to full satisfaction of the Employer/Architect/-during the Defect Liability Period.

Unless the contractor shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed.

Upon the satisfactory fulfilment by contractor as stated above, the contractor shall be entitled to apply to the Employer/Architect/-for a final completion certificate in respect of the entire work.

In case, if in the opinion of the Employer , some portion / portions of the building have been substantially completed at some point of time to the entire satisfaction of the Employer/Architect/-which can be occupied and used by the Employer if employer so requires, without any hindrance , inconvenience or inadequate facility and if the employer desires to occupy and use such portion/ portions of the building at any time, the Architect/- may issue a certificate of partial completion of the building for such portion/portions of the building as may be occupied and used by the Employer , within 14 days after the receipt of application from the Contractor and the Defect liability for such portion/portions of the building shall commence from the date of such certificate of partial completion.

This issuance of a completion certificate shall be without prejudice to the Employer's rights and contractors liabilities under the contract, including the contractor's liability for the Defect Liability Period nor shall the issuance of a completion certificate in respect of the works or work at any site be construed as a waiver of any right or claim of the Employer against the contractor in respect of work or the works at the site and in respect of which the completion certificate in question has been issued.

1.2 Defect Liability / Maintenance Completion Certificate

The contract shall not be considered as completed until a Maintenance Completion Certificate shall have been signed by the Architect/-and delivered to the Employer with a copy to the contractor stating that the works have been completed and



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maintained during the Defect Liability Period by the contractor to his full satisfaction. The Maintenance Completion Certificate shall be given by the Employer/Architect/-within twenty eight days after the expiration of the Maintenance/Defect Liability period (or in case of different Periods of Defect Liability period, shall become applicable to different parts of the works after the expiration of latest of such periods) or as soon thereafter as any works ordered during such period pursuant to clause 42 hereof shall have been completed by the contractor to the satisfaction of the Employer/Architect/-and full effect shall be given to this clause notwithstanding any previous entry on the works or the taking possession working or using thereof or any part thereof by the Employer or till such time occupancy certificate is obtained by the Architect/- from the appropriate statutory authority.

1.3 Cessation of Employer's Liability

The Employer shall not be liable to the contractor for any matter or thing arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issuance of the Defect Liability / Maintenance completion Certificate under this clause.

2. Defect - Liability / Maintenance Period

2.1The contractor shall maintain the whole of permanent works in a thoroughly sound , substantial efficient and perfect condition during the Defects-Liability period of 365 days , after the date of completion of the whole or part of works as certified by the Employer/Architect/-, remedying at his own cost and to the satisfaction of the Employer/Architect/-, any defects (excepting fair wear & tear, cleaning , normal day to day maintenance during the use of the building after being occupied) which may become apparent, prior to or during this Defect - Liability period, arising out of defective materials and /or workmanship or default , neglect or omission of the contractor notwithstanding, that the Employer has used portions of the works before the whole of the works were completed , during the Defect Liability period. All tools plant, machinery, materials, superintendence, labour& other devices of all kinds necessary for such maintenance of the works during Defect Liability Period are to be supplied by and at the expense of the contractor.

2.2If it shall appear to the Employer/Architect/-or his Representative at any time during construction or re-construction or prior to the expiration of the Defects- Liability Period of 365 days, that

- (i) Any work has been executed with unsound, imperfect, or unskilled workmanship or that any materials or articles provided by the contractor for execution of the works are unsound or of a quality inferior to that contracted for, or;
- (ii) Any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship;

The contractor, upon receipt of a notice in writing to that effect from the Employer/Architect/-, shall forthwith rectify the defects or remove the materials or articles so specified and provide other materials or articles at his own expense within a fortnight notwithstanding, that the same may have been inadvertently passed, certified and paid for:

If the contractor or his workmen or employees shall injure or destroy any part of the structure in which they may be contiguously working or any structure, road fence, etc. contagious 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, the contractor shall have to make good the same at his own expense.



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The whole cost of such rectification of defects, replacement of defective work or part thereof to the satisfaction of the Employer/Architect/-, shall be at the expense of him contractor.

3. As Built Drawings

The contractor shall furnish three sets of drawings "as erected" and approved by different statutory authorities in accepting the work in its entirety and completion.

4. As built & Record Drawings

Before the works (or any section thereof) are completed in accordance with clause 41 hereof, the contractor shall furnish to the Employer all operating and maintenance instructions/ manual / technical catalogues together with as built drawings of the works as completed, in sufficient details in the opinion of the Architect/- to enable the Employer to maintain, dismantle, reassemble and adjust all parts of the works. The contractor shall submit the as built drawings and record drawings for whole of the works including civil works, plumbing, drainage, and water supply, electrical, air conditioning and ventilation, Elevator services & all other services for approval of the Employer/Architect/-. Firstly, a set of draft drawings shall be submitted and on approval of which the final as built drawings shall be submitted and shall comprise each three prints and one reproducible of each drawing covering all essential information for proper and easy maintenance. The work shall not be considered to be completed for the purpose of clause 41 hereof until such approved instructions, manual, drawings, have been supplied to the Employer. Cost or charges for the purpose shall be included in the price for relevant work and no extra cost incurred will be claimed or allowed.

6. Operating and Maintenance Instructions/ Manual and list of spares

The contractor shall submit to the Employer/Architect/-for approval, as early as possible before dispatch of any equipments etc. General instructions namely operations and maintenance instruction manuals concerning the correct manner of assembling, operating & maintaining the work with special reference to any recently developed features. These instruction manuals shall be submitted immediately following approval of the drawings together with the lists of spare parts separately.

The manuals shall be submitted for approval in the same manner as the drawings and when finally approved, copies shall be prepared and forwarded to the Employer/Architect/-. The contractor shall ensure that the erection supervisor has a copy in his office at site.

The instruction manuals shall describe in detail the erection procedure and use of all erection equipment and measurement devices. The procedure for assembling, adjusting, operating & dismantling of each component, system and machine shall be described and illustrated. The maintenance of each equipment shall be described including the recommended frequency of inspection & lubrication.

The contractor shall in prepare the instruction manual, take into account the lack of experience and familiarity of the operating personnel with this type of equipment.

The contractor shall be fully responsible for ensuring that all plant and materials supplied under this contract are suitable for use under local climatic conditions.

6. Completion Drawing

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दि न्यूइंडिया एश्योरेंस कंपनी लिमिटेड
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After the completion of all works and approval thereof by the Employer/Architect/-, the contractor will have to prepare completion drawings as executed for various systems with complete details and submit as below:

- (i) Conduit layout, location of junction and pull boxes and no. of wires through each section of conduit.
- (ii) Location of main & sub distribution switch gear and cabling.
- (iii) HT & LT cable layout.
- (iv) Single line diagram of complete electrical systems.
- (v) Control scheme for various interlock
- (vi) Layout of equipments in sub - stations
- (vii) Earthling layout
- (viii) Cable route diagram

1. PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection, he shall inform the Employer/Architect/-that he has completed the work and it is ready for inspection. On completion, the Contractor shall clean all windows & doors including cleaning and oiling, if necessary, of all hardware, inside & outside, all floors, staircases and every part of the building and the Site. He will leave the entire premises neat and clean and ready for immediate occupancy and to the satisfaction of the Employer/Architect/-.

2. COMPLETION / LIASONING CERTIFICATE

From the time of award of the Contract, the Contractor shall liaison with Local Bodies or Delopment Authority, Dehradun, Fire Services/ Forest Department or any and all other statutory bodies to obtain the permission to commence the work, permission to continue the work, permissions for electrical connections water supply connections/sewerage disposal connections/ permission for cutting of trees, if any, any other permissions required to start, continue, complete and occupy the premises requirements / and the Contractor shall also get the Completion Certificate and Occupancy Certificate from the Competent Authority. All matters pertaining to any and all statutory agencies pertaining in any way / manner to the construction of the building / its services / its access / etc. shall be dealt by the Contractor.

All the fees paid to the above agencies shall be reimbursed by the Company against proper bills / receipts / vouchers / etc. but no extra payment other than the fees deposited / paid to the said agencies shall be made. The final bill of the Contractor shall not be settled until all such approvals are obtained.

All necessary efforts to get the Completion Certificates / Occupancy Certificates shall be made by the Contractor – and the firm shall be solely responsible for obtaining the same. If any deviations are made in the plans / approved drawings due to any reasons whatsoever, the Contractor shall liaison with concerned Authority to get them approved at the same terms and conditions as mentioned above. All technical help in the form of drawings etc. shall be made available to the Contractor by the Employer through its Architects/-.

3. Alterations, Additions and Omissions:

- a) The term "Variation" as used under this clause means the alteration or modification of the design, quality or quantity of work as shown upon the drawings, scope of works, specification or included in the priced schedule of quantities and desired by or referred to in the schedule of quantities and includes the addition, omission or substitution of any work, the alteration of the kind of standard or any of the materials or goods to be used in the work, and removal from the site of any works materials or goods executed or brought thereon by the Contractor for the purpose of work other than

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work materials or goods which are not in accordance with this contract. The Employer/Architect/- shall have power to order the Contractor to do any of the following:

- i) Increase or decrease the quantity of any work included in the contract.
- ii) Omit any such work.
- iii) Change the character or quality or kind of any such work.
- iv) Change the levels, lines, position and dimensions of any part of the Works and
- v) Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way validate or invalidate the contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

b) Orders for Variation to be in Writing:

The Contractor shall make no such variations without an order in writing of the Employer/Architect/-. Provided that no order in writing shall be required for Increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the scope of works.



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SPECIAL CONDITIONS OF CONTRACT

A. COMPLETION TIME, PROGRAMME OF WORK

1. Time for Completion

The entire project shall be completed as per the contract terms & conditions and handed over to the clients within six calendar months including rainy period as well. The time is the essence of the contract.

2. Programme of Work

Time being the essence of the contract the contractor shall have to follow strictly the detailed construction programme as approved by the Employer/Architect/-. It shall be the responsibility of the contractor to deploy equipment, engage skilled, unskilled labor and commission all his material and financial resources to ensure that the progress of the work is achieved strictly according to the approved construction programme. At any stage or stage during the currency of work should there be found any slippage in achievement of progress of any activity/ activities which is/ are either in the critical path or in respect of which float time becomes is/ are either in the critical path or in respect of which float time becomes zero and come on the critical path. The contractor shall be bound to furnish the revised construction programme for approval by the 'Employer/Architect/-. The contractor shall have to augment and supplement his arrangements and organization for the work in such a manner that the work gets regulated as per the approved programme. The submission and approval by the Employer/Architect/- of such programme(s) shall not relieve the contractor of any of his duties or responsibilities under the contract or from adhering to the construction programme. However, the extra limit for completion of programme shall not in any case be enlarged and in the event of delay, the consequences shall follow & it will not be responsibility of employer to pay any such damage to the contractor.

3. Estimated Expenditure

The detailed programme shall also show month wise estimates of expenditure and cash flow requirements for completion of the work. Employer's liability to pay would however arise only in respect of duly certified bills submitted.

4. Rate of Progress

The whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of works are to be of a kind and conducted in such a manner to the satisfaction of the Employer/Architect/-. Should the rate of progress of the works or any part thereof be at any time in the opinion of the Employer/Architect/-slow to ensure the completion of the whole of the works by the prescribed time or extended date for completion, the Employer/Architect/-shall also notify the contractor in writing and the contractor shall thereupon take such steps as be considered necessary and the Employer/Architect/-may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion. Such approval neither shall relieve the contractor from fulfilling obligations under the contract nor will he be entitled to raise claims arising out of such approvals.

5. Extension of time: -

a) If in the opinion of the Company the works be delayed

- by force majeure or
- by reason of any exceptionally inclement weather or

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- by reason of proceedings taken or threatened by the dispute with adjoining or neighbouring Company's or public authorities arising otherwise than through the Contractor's own default or
- by the works or delays of other Contractors or tradesmen engaged or nominated by the NIA or the Architect/- and not referred to in the Schedule of Quantities and/or Specifications or
- by reason of the Architect/-instructions or
- by reason of civil commotion, legal combination of strike or lock-out affecting any of the building traders or in consequence of the Contractor not having received in due time necessary instructions from the Architect/- for which he shall have specifically applied in writing, ahead of time, giving the Consultant reasonable time to prepare such instructions,

The Company shall make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the Architect/-, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Architect/- to proceed with the work.

The Contractor shall proactively take all practicable steps to avoid or reduce any delay in the execution and completion of the works arising out of

- i) Force Majeure
- ii) Exceptionally inclement weather
- iii) Loss and damage by fire and earthquake
- iv) Civil commotion, lockout, strike etc.
- v) Delay on the part of the nominated Sub-Contractor or nominated supplier.
- vi) Delay on the part of the other Contractors employed by the Company.

Request for rescheduling of milestone of extension of time shall be made by the contractor in writing not later than fourteen days of the happening of the event causing delay the contractor shall also if practicable indicate in such a request the period for which extension is desired. Again it is to clarify that there is no provision of escalation in contract value during project execution.

5.3 In any such case the 'Employer/Architect/-' may give a reasonable extension of time for completion of the work, which shall be communicated to the contractor by Employer/Architect/-in writing within 10days of the date of receipt of such timely request by the Employer/Architect/-. Any extension of completion period shall not entitle the contractor to any other monetary gain or claim. The decision of the employer on any monetary claim shall be final and binding to the contractor.

6. Liquidated Damage: -

If the contractor shall fail to complete the works within the stipulated period of completion mentioned in clause 1 herein above, the contractor shall be liable and shall pay to the employer as pre-estimated damages at the rate of half percent of the Contract price for each week of delay calculated on daily basis subject to a maximum of 10% (Ten percent) of the contract value. In case the non-completion is limited to certain areas of the building / items of work/ component of work etc./ which is not preventing the Employer to occupy and use the building effectively as decided by the Employer/Architect/-. Then liquidated damages shall be limited to 10% of the cost of the particular areas of building / items of work / Components of



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work etc subject to the ceiling as indicated before. The decision of the employer in this respect shall be final and binding upon the contractor.

B. SECURITY DEPOSIT

1 Security Deposit:

The security deposit shall consist of Earnest Money Deposit, Initial Security Deposit & Retention Money deducted from running bills.

- 1.1 The contractor agrees to deposit, within 14 days after communication of letter of intent or letter of acceptance of his tender, a further sum to make up 2% of the value of the accepted tender including the Earnest Money as Initial Security deposit failing which the Employer at his discretion may revoke the letter of Acceptance and forfeit the Earnest Money deposited along with the tender.
 - 1.2 Besides above, Retention Money at the rate of 5% (Five Percent only) shall also be deducted from the Running account bills of the contractor. The Retention Money shall deduct till achieving of 5% of total contract value.
 - 1.3 Subject to the completion and handing over the complete works building as per the terms & conditions of the contract well within the completion period including extension of time, the remaining security deposit after adjustment of contractor's dues/ outstanding or liquidated damages shall be released to the contractor only after the defect liability period is over.
2. Security deposit of the work as mentioned in the above shall NOT be refunded till the contractor produces a clearance certificate from the labor officer. As soon as work is virtually complete, the contractor shall apply for the clearance certificate to the labor officer under intimation to the Employer. The Employer, on receipt of the said communication shall write to the labor officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the labor officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security deposit will be released if otherwise due.

D. TERMINATION/ SUSPENSION OF WORKS

1. Suspension of works:

The contractor shall, on receipt of the order on writing of the Employer/Architect/-suspend the progress of works or any part thereof for such time and in such manner, as the 'Employer/Architect/-may consider necessary for any of the following reason:

-

- i On account of any default on the part of the contractor or
- ii For proper execution of works or part thereof for reasons other than the default of the contractor or
- iii For the safety of the works or part thereof:

The contractor shall, during such period of suspension of work, properly protect and secure the works to extend necessary and carry out the instructions given in that behalf by the 'Employer/Architect/-'diligently

- 3.1 If the suspension is ordered for reasons (ii) & (iii) of the clause 9(a) above:-

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- i) The contractor shall be entitled to an extension of time equal to period of every such suspension plus 15% for completion of suspended work or suspended activities of the work as the case may be.
 - ii) If the total period of all such suspension as mentioned above , exceeds 30 days, the contractor shall in addition, be entitled to compensation as the 'Employer/Architect/-may on the basis of facts, consider reasonable, compensation in respect of salaries and / or wages paid by the contractor to his employees & labor at site actually remaining idle during the period of suspension provided the contractor furnishes daily labor reports to the 'Employer/Architect/-Representative for his verification.
- 3.2 If the work is suspended for reason given in sub-clause (1) of clause 10.1, the contractor shall neither be entitled to any compensation, for the period of suspension nor any extension of time: The contractor shall comply to the instructions of the 'Employer/Architect/-fully in such a manner that the default on the part of the contractor is rectified by earliest to enable the Engineer/Architect to revoke his order of suspension by earliest for resumption of work in accordance with the contract requirements.
- 3.2 If the work is suspended for reason given in sub-clause (1) of clause 10.1, the contractor shall neither be entitled to any compensation, for the period of suspension nor any extension of time: The contractor shall comply to the instructions of the 'Employer/Architect/-fully in such a manner that the default on the part of the contractor is rectified by earliest to enable the Engineer/Architect to revoke his order of suspension by earliest for resumption of work in accordance with the contract requirements.
- 4. TERMINATION OF CONTRACT:**
- Foreclosure in full or in part due to abandonment or reduction in scope of work If at any time after acceptance of the tender , Employer decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works given to be carried out , the Employer/Architect/-shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works .
- 2.1 The contractor shall be paid at contract rates full amounts for works executed at site and in addition a reasonable amount as certified by the Employer/Architect/-for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure.
- a) Any expenditure incurred on preliminary site work e.g. temporary access roads, temporary labour huts, staff quarter and site office storage accommodation and water storage tanks.
 - b) The employer shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers.
- i) For materials taken over to be taken over by the employer, the cost to be paid shall take into account purchase price, cost of transportation and deterioration or damage which have been caused to materials while in the custody of the contractor.
 - ii) For materials not retained by the Employer reasonable cost of transporting such materials from site to contractor's permanent stores or to his other works whichever is less. If materials are not transported to either of the said places, not cost of transportation shall be payable.
- a) If any materials supplied by the Employer are rendered surplus the same except normal wastage shall be returned by the contractor to Employer at rates not exceeding those at which these were originally issued less allowances for any deterioration or damage which may have been caused whilst the materials were in the

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custody of the contractor, such materials shall be transported by him from site to the place of issue or a place other than the place of issue, if so required by the employer and in such an event he will be paid for the cost of transporting such materials from site.

- b) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T& P are not transported to either of the said place no cost of transportation shall be payable.
- c) Reasonable compensation for repatriation of contractors Site staff and outside labor for any special work to the extent necessary

- 2.2 The contractor shall, if required by the Employer/Architect/-furnish to him books of accounts, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable.

3. TERMINATION OF CONTRACT IN THE EVENT OF DEATH:

- 3.1 If the contractor is individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partner dies or there is any change in the constitution of the company, then, unless the employer is satisfied that the legal representatives of the individual contractor or the properties of the proprietary concern and in case of a partnership , the surviving partners of the reconstituted company are capable of carrying out and completing the contract, the employer shall be entitled to cancel the contract, as to its uncompleted part without employer being in any way liable to payment of any compensation to the estate of the deceased contractor and/ or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

The decision of the Employer that the legal representatives of the deceased contractor of the surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties.

4. CANCELLATION OF THE CONTRACT IN FULL OR IN PART:

If the contractor:

- i) at any time makes default in proceeding with the works with due diligence and continues to do so even -15- days after a notice in writing from the Employer/Architect/-: or
- ii) commits defaults in complying with any of the terms and conditions of the contract and does not remedy within -15- days after a notice in writing is given to him in that behalf by the Employer/Architect/-: or
- iii) fails to complete the works or any part of the work on or before the date of completion and does not complete them within the period specified in notice given in writing in that behalf by the Employer/Architect/-: or
- iv) Has obtained a contract with the employer as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- v) being an individual , or a firm, any partner thereof, shall at any time be adjudged insolvent or have a Receiver appointed or order of administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under relevant act for the time being in force or make any conveying of assignment of his creditors or purport to do or if any application be made under any relevant act for the time being in force for the administration of his estate or if a trust deed be executed by him for benefit of his creditors: or

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- vi) being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a Receiver, liquidator or manager on behalf of debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a Receiver or manager, which entitle the court to make a winding up order or
- vii) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days or
- viii) assigns, transfers, sublets (engagement of labor on a piece work basis or of labor with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the employer.

If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within -7 - days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Officer on behalf of The New India Assurance Co Ltd shall have powers:

- a. To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the earnest money deposit, security deposit already recovered and performance guarantee under the contract shall be liable to be forfeited and shall also be absolutely at the disposal of the Company.
- b. After giving such notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

The employer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to Employer, by written notice cancel the contract as whole or only such items of work in default from the contract.

- 5. The Employer shall on such cancellation have powers to:
 - a) Take possession of the site and any materials, constructional plants, implements, stores etc there on and/or.
 - b) Carry out the incomplete work by any means at the risks and cost of the contractor.
- 5.1 On Cancellation of the contract in full or part, the Employer/Architect/-shall determine what amount, if any, is recoverable from the contractor for completion of the works or in case the works or part of the works not to be completed, the loss or damage suffered by the Employer. In determining this amount, credit shall be given to the contractor for the value of the contractor's materials taken over and incorporated in the work, and use of machinery belonging to the contractor.
- 5.2 Any excess expenditure incurred or to be incurred by the Employer in completing the works or part of the works or the excess loss or damage suffered or may be suffered by the employer as aforesaid after allowing such credit shall be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient, the contractor shall be called upon in writing to pay the same, within 30 days of the notice given to that effect by the 'Employer/Architect/-'.
- 5.3 If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Employer/Architect/-shall have the right to sell any or all the contractor's unused materials, constructional plant, implements, temporary building etc.



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and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and in accordance with the provisions thereof.

- 5.4 Any sums in excess of the amounts due to the employer and unsold materials constructional plant etc shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the employer of the works is less than the amount which the contractor would have been paid had he completed the works, such benefit shall not accrue to the contractor.
1. The contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon as thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of -14- days after receipt by him the employer may sell the same by Public auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the security deposit.

6. CHANGES IN CONSTITUTION

- 6.1 Where the contractor is a partnership firm, the prior approval in writing of the Employer shall be obtained before any change is made in the constitution of the firm.
- 6.2 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 agreement where under the partnership firm would have right to carry out the work hereby undertaken by the contractor.
- 6.3 If prior approval as aforesaid is not obtained the contract shall be cancelled as provided for in clause 6.

E. PRIME COST / SUMS

1. PRIME COST (P.C.) SUMS

- 1.1 Prime cost (p.c.) sums – A prime cost sum is one that is provided to cover the cost of materials to be supplied or work to be done specialist's supplier / sub-contractors only. The main contractor in such cases shall only be required to provide 'General Attendance' of 'Special attendance' or builders work (as the case may be) for which the main contractor shall quote his rates in percentage of the prime cost sum. In no case. P.C. sum shall be used for the work to be carried out by the main contractor nor main contractor shall have any right to claim to either the work to be carried out by the main contractor nor main sum or payment thereof except to the extent of payment made by him to the nominated sub-contractor as per the direction & certificate of Employer/Architect/-. The main contractor shall however only be entitled to the payment for builder's work, contractors general or special attendance which may be required to be done, as per the rates quoted by him which shall be applicable to the actual amount of materials supplied or work done against the P.C. sum by the nominated sub-contractor / supplier etc.
- 1.2 Every sum in the bill of quantities which contains either in whole or part a prime cost (P.C.) sum for goods or materials or any work / sub work to be supplied or to be done by nominated specialist supplier or sub - contractor and incorporated into the works at the sole discretion of Employer/Architect/-shall be varied by substitution for the prime cost the actual price of suppliers goods services or work as the case may be paid by the contractor to the nominated sub-contractor on



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the direction of the Employer/Architect/-and the contract price shall be increased or decreased (as the case may be) by the amount by which the sum in the bill of quantities is increased or decreased by such substitution.

2. PROVISIONAL SUMS

A provisional sum is a lump sum provision made in the bill of quantities for the cost of unforeseen work and of work, the extent of which cannot be estimated fairly or accurately at the time of tenders or the part or whole of the work not specified in detail when the contract is entered into. The work against the provisional sum shall be carried out by the main contractor either in the rates offered by him at the time of tenders or the same shall be derived by analysis on the basis of some standard analysis of rates items give in the bill of quantities: or as per actual expenditure plus fifteen percent as the client may decide, which shall be final & binding upon the contractor, without having claim or choice to any particular method. A provisional sum (P.S.) shall not be subjected to any separate profit, charges on account of builder's work. Or contractor's general or special attendance as the rates of work to be done against Provisional Sum shall be deemed to have included all those considerations. The contract price shall however be adjusted according to the increase or decrease of the actual work done and paid for against any provisional sum.

3. Nominated Sub-Contractors Objection to Nomination

All specialists , sub-contractors , merchants, trade men and others executing any work or supplying any goods for which primer cost sums are included in the bill of quantities who may have been or be nominated or selected or approved by the Employer/Architect/- and all persons to whom by virtue of the provisions of the bill of quantities or specification the contractor is required to sublet any work shall in execution of such work or the supply of such goods be determined to sub-contractor employed by the contractor and are hereinafter referred to as nominated sub-contractors provided always that the contractor shall not be required by the Employer/Architect/-be deemed to be under any obligation to employ any nominated sub-contractor who shall decline to enter into a sub contract with the contractor containing provisions :

a) That in respect of the work or goods the subject of the sub-contract the nominated sub-contractor will undertake towards the contractor the like obligation and liabilities as are imposed upon the contractor towards the employer by the terms of contract and will save harmless and indemnify the contractor from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in obligations or to fulfill such liabilities and

b) That the nominated sub-contractor will save harmless and indemnify the contractor from and against any negligence by the nominated sub-contractor, his agents, workmen and servants and from and against any misuse by him or them or any constructional plant or Temporary works provided by the contractor for the purpose of the contract and from claims as aforesaid.

4. Payments to Nominated Sub- Contractor

Before issuing under clause 20 hereof any certificate which includes any payment in respect of work done or goods supplied by any nominated sub-contractor, the Employer/Architect/-shall be entitled to demand from the contractor reasonable proof that all payments (less retentions) included in previous certificates in respect of the work or goods of such nominated sub-contractor have been paid or discharged by the contractor in default whereof unless the contractor shall

- (a) inform the Employer/Architect/-in writing that he has reasonable cause for withholding or refusing to make such payment and
- (b) Produce to the Employer/Architect/-reasonable proof that he has so informed such nominated sub-contractor in writing.



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The employer shall be entitled to pay to such nominated sub-contractor direct upon the certificate of the Architect/- all payments (less retentions) which the contractor has failed to make to such nominated sub-contractor and to deduct by way of set off the amount so paid by the employer from any sums due or which become due from the employer to the contractor. Provided always that where the Architect/- has certified and the employer has paid direct further certificate in favor of the contractor deduct from the amount thereof the amount so paid direct, as aforesaid but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the contract.

5. Final Payment to Nominated Sub-Contractors

If the Employer/Architect/-desires to secure final payment to any nominated sub-contractor before final payment is due to the contractor and if such sub-contractors has satisfactorily indemnified the contractor against any latent defects then the Employer/Architect/-may in a certificate under clause 20 of these conditions include an amount to cover the said final payments and thereupon the contractor shall pay to such sub-contractor , the amount so certified and the limit or retention money named in the Appendix to the tender shall be reduced in proportion to the amount so certified and the contractor shall be discharged from all liability for the work or materials covered by such certificates except for any latent defects.

F. CERTIFICATE & PAYMENTS

1. Unless otherwise provided payment shall be made at monthly intervals as & when required by contractor for value specified in accordance with the conditions set out below.
2. The contractor shall submit to the Employer/Architect/-after the end of each month or as and when required by contractor for value specified in appendix as interim bill comprising statement of bill showing the estimated contract value of the permanent work supported with all requisite statements, calculation of quantities & valuation based on measurement of works, executed up to the end of the preceding month (if such value as stated in the Appendix to form of tender shall justify the issue of an interim certificate) and the contractor will be paid monthly on the certificate of the Architect/-, the amount due to him on account of the estimated value of the permanent work executed upto the end of the previous month together with such amount (if any) as the Employer/Architect/-may consider proper on account of materials for permanent work delivered by the contractor on the site and in addition such amount as the Employer/Architect/-may consider fair and reasonable for any temporary works for which separate amounts are provided in the bill of quantities subject to :
 - (a) a retention of the percentage named in the tender until the amount retained shall reach the 'Limit of retention money' named in the Appendix to the form of tender (hereinafter called "the retention money")
 - (b) Partial recovery of any advance payment.
 - (c) Any sums which are due & payable to the employer by the contract under the terms of contract.
 - (d) Any previous payments made by the employer to the contractor under the terms of the contract provided always that no interim certificate shall be issued for a sum less than the minimum interim certificate as stated in the Appendix to the form of tender.

The contractor shall submit his final bill substantiated with complete supporting documents as required by the Architect, showing the account of all works as executed by him in details, the quantities and value of work done in accordance with contract, within 90 days of date of completion of all works as certified by the Architect.

The Employer shall pay the net amount, if due, after all recoveries and deductions within 90 days of receipt of certificate from the Engineer/Architect.

3. over - Payments & Under - Payments



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- 3.1 Whenever any claim for the payment of a sum of money to the Employer arises out of or under this contract against the contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the contractor under this contract & from his security deposits; or he shall pay the claim on demand.
- 3.2 In the event of the above-mentioned sources of recovery being insufficient to cover the claimed amount or amounts, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts in excess of the recoveries possible from this contract, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under any other contract or contracts that the contractor may have with the Employer, pending finalization or adjudication of such claimed amount/or amounts.
- 3.3 It is an agree term of the contract that the contractor will have no claim for interest or damages whatsoever on any account in respect of the amount or amounts recovered, withheld, or retained under the lien referred to above and duly ratified as such to the contractor, in case the contractor invokes arbitration or resorts to adjudicate for settlement of such sum or sums of money recovered or withheld or retained in lien by the Employer.
- 3.4 For the purpose of this clause where a contractor is a partnership firm or limited company the Employer shall be entitled to recover or withhold and also have a lien to retain towards such claimed amount in whole or in part from and sum found payable to any partner/Director of a limited company as the case may be, whether in his individual capacity or otherwise under this contract or other contracts as the case may be.
- 3.5 Employer reserves the right to carry out post-payment audit and technical examination of the work & final bill including all supporting vouchers, abstracts, etc. Employer further reserves the right to claim recovery of any over-payment as and when detected, non withstanding the fact that the amount of the final bill may be including by one of the parties as an item, of dispute before an arbitrator appointed under clause 25 hereunder and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 3.6 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor under the contract, it shall be recovered by the employer from the contractor by any or all of the methods prescribed above or if any underpayment is discovered the amount shall be duly paid to the contractor by the employer.

Unless otherwise mentioned elsewhere in the tender, measurement will be on the net quantities or work produced in accordance with upto date rules laid down by the Indian Standards Institution. In the event of any dispute with regard to the measurement of the work executed, the decision of the Architect / Employer shall be final and binding on the Contractor.

3. MEASUREMENT OF WORK

The Contractor will record weekly and submit measurements for verification and endorsement of the Employer/Architect/-. The Employer/Architect/-shall from time to time intimate to the contractor that he requires the work to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist the Employer/Architect/-or the Employer/Architect/-representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

Should the Contractor not attend or neglect or omit to send such Agent then the measurement taken by the Architect/Employer or their representative shall be taken to be the correct measurement of the work. The Contractor or his Agents may at the time of measurement take such notes and measurement as may be required. All authorized extra work, omissions and all variations made without the Employer/Architect/-knowledge, if subsequently sanctioned by him in



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writing, with the approval of the Employer shall be included in such measurements. The final measurement should be done within three months from the date of completion of work jointly by the Architect/Employer and/or his representative. If the Contractor fails to comply, the measurements taken by the Employer/Architect/-will be final.

4. METHOD OF MEASUREMENT

Contractor to Verify Site Measurements:

- a) The Contractor shall check and verify all site measurements whenever requested by other specialists, Contractors or by nominated or other subcontractor to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works. A copy of all such information passed on shall be given to the Architect/Employer.
- b) Measurement to be recorded before work is covered up:
The contractor shall take joint measurements with the Employer/Architect/-before covering up or otherwise placing beyond the reach of measurement any item of work. Should the contractor neglect to do so, the same will be uncovered at the 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. No claim for interim bill payment will be entertained unless the bill is accompanied with detailed measurements.

H. CONTRACOTRS LIABILITY AND INSURANCE

- 1.1 From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be fully responsible / liable for any damage or loss that may happen to the works or any part thereof to any fixed / unfixed materials supplied at sit against which payment or recoverable advance may have been paid or not, from any cause whatsoever (save and except the excepted risk) and shall at his own cost, repair & make good the same so that at completion , the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and instructions of the Employer/Architect/-.
- 1.2 Without limiting his obligations and responsibilities under the above clause, the contractor shall insure the following in the joint names of the employer and the contractor, against all loss or damages from whatever cause (other than the expected risks) for which he is responsible under the terms of contract and in such manner that the employer and the contractor are covered during the period of construction of the works and the defects liability period for loss or damage caused by the contractor in course of any operation carried out by him for the purpose of complying with his obligations.
 - (a) The works and the temporary works to the full values such works executed from time to time.
 - (b) The materials, constructions plant and other things brought to site by the contractor to the full value of such materials, constructional plant and other things.

2. DAMAGE TO PERSONS AND PROPERTY

The contractor shall indemnify and keep indemnified the employer against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges & expenses whatsoever in respect of or in relation thereto, PROVIDED always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the employer against any compensation or damage 'Excepted Risks'.



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Before commencing execution of the work, the contractor shall, without in any way limiting his obligations and responsibilities under the conditions, insure against any damage, loss or injury which may occur to any property (excluding that of the employer) or to any person (including any employee of employer) by arising out of carrying out of the contract.

3. EMPLOYER TO BE INDEMNIFIED

The contractor shall at all times indemnify the employer against all claims, damages or compensation under the provision of Payment of wages Act, minimum wages act, employer's liability act, Industrial Disputes Act and the Maternity benefit act or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequences of any accident or injury to any workmen or other persons in or about the works whether in the employment of the contractor or not save and where such accident or injury has resulted from any act of the Employer their agents or servants , and also against all costs, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim without limiting his obligations and liabilities as above provided the contractor shall insure against all claims, damage or compensation payable under the workmen's compensation act 1923 or any modification thereof or any other law relating thereto

All the aforesaid insurance policies shall provide that they shall not be cancelled till the Employer/Architect/-has agreed to their cancellation.

The contractor shall prove to the Employer/Architect/-or his authorized representatives from time to time that he has taken out all the insurance policies referred to above and have paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.

The contractor shall ensure that the similar insurance policies are taken out by his sub – contractors (if any) and shall be responsible for any claims or losses to Employer resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his sub –contractors (if any) as the case may be, the relevant policy or policies and premium receipt as and when required by the Employer/Architect/-.

4. REMEDY ON CONTRACTOR'S FAILURE TO INSURE

If the contractor and / or his sub-contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract , then in any such case Employer may without being bound to effect and keep in force such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct the amount so paid by the employer from any moneys due or which may become due to the contractor or recover the same as a debt from the contractor.

5. INSURANCE COMPANY SHOULD BE APPROVED

All insurances to be effected by the contractor and / or his sub-contractor (if any) shall be taken out only with the insurance company or companies approved by the employer and this approval to any particular insurance company shall not be unreasonably withheld.

6. EXCEPTED RISKS

**THE NEW INDIA ASSURANCE
COMPANY LTD.**

Regional Office, Office Code-340000
430-II, Niranjanpur, Saharanpur Road,
Dehradun-248001
Tel-0135-2528429/ 431



दि न्यूइंडिया एश्योरेंस कंपनी लिमिटेड
रीजनल ऑफिस, ऑफिस कोड- 340000
430-II, निरंजनपुर, सहारनपुररोड, देहरादून-248001
दूरभाषन-0135-2528429/ 431

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- 6.1 The contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for in respect of destruction of or damage to the works (save to work condemned or rejected under the provision of contract prior to the occurrence of any excepted risk hereinafter mentioned) or Temporary works or to property whether of the Employer or third parties or for /or in respect of injury or loss of life which is the consequence whether direct or indirect of war hostilities (Whether war be declared or not) invasion, act of foreign enemies , rebellion , revolution, insurrection or military or super power civil war and / or riot , commotion or disorder otherwise than among the contractor's/ Sub contractor own employees (hereinafter compressively referred to as " the said expected risks" and the employer shall indemnify and save harmless the contractor against and from the same and against from all claims, demands , proceedings , damages costs charges and expense whatsoever arising there out or in connection therewith and shall compensate the contractor for any loss of or damage to property of the contractor used or intended to be used for the purpose of the works (including property in transit to the site) and occasioned either directly or indirectly by the said excepted risks.

7. DAMAGE TO WORKS BY EXCEPTED RISKS

If the works or temporary works or any materials (whether for the former or the latter) brought to site shall sustain destruction or damage by reasons of any of the said excepted risks, the contractor shall be entitled to payment for any permanent or temporary works and for any materials so destroyed or damaged and / or shall be paid by the employer the cost of making good such materials so far as may be necessary for the completion of the works on a prime costs basis as the Employer/Architect/-may certify to be reasonable.

7.1 PROJECTILE, MISSILE ETC

Destruction, damage, injury or loss caused by the explosion or impact whenever and wherever occurring of any mine, bomb, shell, grenade or other projectile, missile or ammunition or explosive or war shall be deemed to be a consequence of the said excepted risks.

8. CONCEALED WORK

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

9. FIRST-AID FACILITIES

The Contractor shall at his own expense arrange to ensure availability of medical attendance promptly when necessary. He shall provide properly equipped first-aid station, in charge of qualified persons at suitable location within easy reach of the workmen and staff. The Contractor shall also provide for transport of serious cases to the nearest Hospital. The Contractor shall be responsible for any liability which may be excluded from the policies referred in Clause 37, 38, etc and also for all other damages to any person, animal or property arising out or incidental to the negligence or defective carrying out of this contract. He shall also indemnify the Employer in respect of any cost, charges or expenses arising out of any claims or proceedings and also in respect of any award of compensations and damages arising there from.



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The Employer shall with the concurrence of the Architect/- be entitled to deduct the amount of any damage, compensation, cost charges and expenses arising from or occurring from, or in respect of, any such claims or damages from any or all sums due or become due to the Contractor without prejudice to the Employer's other rights in respect thereof.

10. FIRE FIGHTING ARRANGEMENTS

The Contractor shall at his own expenses provide at suitable, prominent and easily accessible places requisite number of fire extinguishers and buckets- some filled with sand and some with water.

11. INCOME TAX or other TAX ON WORKS CONTRACT

Statutory deduction on account of Income Tax on works contract and other taxes legally payable by the contractor shall be made from all interim and final payments as per extant statute.

12. LAND FOR CONTRACTORS ESTABLISHMENT

For the purpose of construction of Contractor's store-yard, go-downs, site office, etc. the Contractor's may utilize with permission of the Employer / Architect, portion of the land belonging to the employer if available at such location as would not interfere with the execution of the work. The Contractor shall for this purpose submit to the Employer/Architect/-for his approval a plant or plans of the proposed layouts for the site facilities. The Employer/Architect/-reserves the right to modify the contractor's proposal as he may deem fit.

13. WATER

The rates quoted by the Contractor shall include all expenditure for providing all the water for the full contract period required for the work, including that for the work people and all staff on the site. He shall make his own arrangement for the supply of good quality water. He shall obtain municipal connection or any other connection, and all charges for connection and consumption shall be borne by him. If municipal water is not available or inadequate, he shall make other arrangements like sinking tubewells or making borewells if allowed or permitted, or transport from outside by tanker or any other suitable means entirely at his cost and no separate payment for the same will be made. All permissions for the same and payments for the same shall be done by the Contractor.

14. POWER

The Contractor shall at his own cost arrange for necessary power for construction and lighting for the entire period of contract. If, however, separable power is available in the premises, the Contractor shall make his own arrangement to obtain necessary connections, maintain efficient service of electric lights and power and shall pay for all the requisite charges for the same. The Employer, as well as the Architect shall give all the recommendations necessary to obtain power and water connections from the concerned authorities, but the responsibility for obtaining the same shall rest with the Contractor.

If any other Contractor, appointed by the employer, is required to use water and power, he shall be allowed to use the same and make temporary connections from the supply arranged by the main Contractor at rates and terms that may be mutually agreed upon by both, failing which, at rates, terms and conditions that may be decided by the Employer/Architect/-.

I. COMPLETION / LIASONING



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1. **COMPLETION / LIASONING CERTIFICATE**

From the time of award of the Contract, the Contractor shall liaison with Urban Improvement Trust / Development Authority, Dehradun / Nagar Nigam Dehradun, Fire Services/ Forest Department or any and all other statutory bodies to obtain the permission to commence the work, permission to continue the work, permissions for electrical connections water supply connections/sewerage disposal connections/ permission for cutting of trees, if any, any other permissions required to start, continue, complete and occupy the premises requirements / and the Contractor shall also get the Completion Certificate and Occupancy Certificate from the Competent Authority. All matters pertaining to any and all statutory agencies pertaining in any way / manner to the construction of the building / its services / its access / etc. shall be dealt by the Contractor.

All the fees paid to the above agencies shall be reimbursed by the Company against proper bills / receipts / vouchers / etc. but no extra payment other than the fees deposited / paid to the said agencies shall be made. The final bill of the Contractor shall not be settled until all such approvals are obtained.

All necessary efforts to get the Completion Certificates / Occupancy Certificates shall be made by the Contractor – and the firm shall be solely responsible for obtaining the same. If any deviations are made in the plans / approved drawings due to any reasons whatsoever, the Contractor shall liaison with concerned Authority to get them approved at the same terms and conditions as mentioned above. All technical help in the form of drawings etc. shall be made available to the Contractor by the Employer through its Architects/-.

J. **DISPUTES**

1. **SETTLEMENT OF DISPUTES**

2. **EXCEPTED MATTERS:**

If the disputes or differences pertain to the under noted matters (called excepted matters), the decision of Regional Manager/Competent Authority, The New India Insurance Co Ltd, Regional Office, Office Code -340000, Dehradun shall be final, conclusive and binding on the parties, No arbitration shall arise in such matters except either by mutual agreement or under the directions of a competent Court:

- i Instruction
 - ii Transactions with local authorities
 - iii Proof of quality of materials
 - iv Assigning or under letting of the contract.
 - v Certificate as to the cause of delay on the part of the Contractor and justifying extension of time.
 - vi Rectification of defects pointed out during the defects liability period.
 - vii Notice to the contractor to the effect that he is not proceeding with due diligence.
 - viii Certificate that the contractor has abandoned the contract.
 - ix Notice of determination of the contract by the Employer.
- Decision, opinion certificate or evaluation of the Employer/Architect/-with respect of or any of the matter regarding which the decision of the Employer/Architect/-is stated to be as final or conclusive or binding in these conditions of the contract or specifications or in the bill of quantities forming part of the contract

If any dispute or difference of any kind whatsoever shall arise between the Architect and the contractor in connection with or arising out of the contractor on the carrying out of works (whether during the progress of the works or after their



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completion and whether before or after termination, abandonment, or breach of contract) it shall be referred to the employer. The decision of the competent authority of the employer in this regard is the final & binding to the contractor.

If any dispute or difference barring excepted matters as above of any kind whatsoever shall arise between the employer and the contractor in connection with or arising out of the contract or the carrying out of works (whether during the progress of the works or after their completion and whether before or after termination, abandonment or breach of contract) it shall in the first place be referred to the Employer/Architect/-who within a period of 90 days after being requested by either party to do, shall under intimation to the contractor give his decision in writing to the employer for approval and onward transmission to the contractor for their acceptance.

If the Employer/Architect/-has given written notice of his decision to the contractor and no claim to arbitration has been communicated to him by the contractor, within a period of 90 days from receipt of such notice, the said decision shall remain final & binding upon the contractor.

If the Employer shall fail to give his decision in writing as aforesaid within a period of 90 days after being requested as aforesaid or if the contractor be dissatisfied with the decision of the employer then and in such case either the contractor may within 90 days after expiration of the first named period of 90 days require that the matters in dispute be referred in writing to the employer, further seeking their decision on the matter and if the employer fail to give his decision in writing as aforesaid within a period of 30 days after being requested as aforesaid by contractor , or if the contractor be dissatisfied with any such decision of the employer , then in such case either the employer or the contractor may within 90 days after the expiration of the second named period of 30 days after being requested as aforesaid by contractor or if the contractor be dissatisfied with any such decision of the employer then in such case either the employer or the contractor may within 90 days after the expiration of the second named period of 30 days require that the matter or matters in dispute be referred to arbitration as herein under provided.

2. Work not to be stopped

The contractor expressly agrees that the event there arise any kind of dispute / disputes or the matter of dispute / disputes is referred to arbitration, the contractor shall at no stage stop or slow down the work on this excuse and shall proceed diligently to complete and hand over all works as per contract within the scheduled completion period.

3. ARBITRATION

All matters in dispute other than "expected matter "as stated in clause 24 between the parties arising out of these presents shall be referred to the sole arbitrator to be appointed by the Regional Manager/ Competent Authority, The New India Assurance Co Ltd, Dehradun. The award of the arbitrator shall be final & binding upon the parties. The provision of Arbitration Act shall remain in force during the currency of the contract and all statutory modification thereof for the time being in force shall apply to such arbitration and which shall be held at Dehradun.

The cost of arbitration shall be borne by the respective party. This submission shall be deemed to be submission to Arbitration within the meaning of Arbitration & Conciliation Act 1996, in force or any statutory modification thereof.

K. SAFETY CODE

1. Safety Provisions:



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The Contractor shall comply with all the precautions as required for the safety of the workmen by the I.L.O. Convention No. 62 as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances, gears like goggles, helmets, masks, etc. to the workmen and the staff.

A. SCAFFOLDS

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality of wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the
- ii) Scaffolding or staging more than 4m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1m. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between side rails in rung ladder shall in no case, be less than 290mm. for ladder up to and including 3m. in length. For longer ladders this width shall be increased at least 20mm for each additional meter of length.
- vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

2. OTHER SAFETY MEASURES

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

3. EXCAVATION & TRENCHING

- i) All trenches, 1.25m. or more in depth shall at all times be supplied with at least one ladder for each 30m. in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1m. above the surface of the ground. Sides of trenches which are 1.5m or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m of the



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edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

- ii) The contractor shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

4. DEMOLITION

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

5. PERSONAL SAFETY EQUIPMENTS

- i) All necessary personal safety equipment as considered adequate by the site Engineer /- should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
- ii) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- iii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- iv) Those engaged in welding works shall be provided with welder's protective eye sight lids.
- v) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- vi) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so. Opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- vii) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting the following precautions should be taken:
- viii) No paint containing lead or lead products shall be used except in the form of paste or ready made paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.
- ix) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.



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- x) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- xi) When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept 'ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

6. HOISTING MACHINES

- i) Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:
 - a) These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- iii) In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the. Conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- iv) In case of departmental machines, the safe working load shall be notified by the site Engineer/-. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the - whenever he brings any machinery to site of work and get it verified by the - concerned.
 - a) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulated mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
 - b) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
 - c) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
 - d) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.



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- e) Notwithstanding the above clause from (i) to (xviii), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

L. MODEL RULE FOR THE PROTECTION OF HEALTH & SANITARY ARRANGEMENTS FOR WORKERS

1. DEFINITION

- a. 'Work place' means a place at which at an average 50 workers is employed in connection with construction work.
- b. 'Large Work Place' means a place at which average 500 or more workers are employed in connection with construction work.

2. FIRST AID

- a. At every work place, they shall maintain in readily accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool. The appliance shall be kept in good order and in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hours.
- b. At large work places, where hospital facilities are not available within easy distance of the works, first aid posts shall be established and be run by a trained compounder.
- c. Where large work places, are remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.
- d. Where large works are situated in cities, towns in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to the hospitals. At other work places, some conveyance facilities, such as car, shall be kept readily available to take injured person or persons suddenly taken ill to the nearest hospital.

3. DRINKING WATER

In every work place, there shall be provided and maintained at suitable places easily accessible to labour sufficient supply cold water fit for drinking. Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored. Every water supply of storage shall be at a distance of not less than 15 M, from any latrine, drain or other source of pollution where water has to be drawn from an existing well which is within proximity of latrine, drain or any other source of pollution the well shall be properly chlorinated before water is drawn from it for drinking all such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof. A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

4. WASHING & BATHING PLACES

- a. Adequate washing & bathing places shall be provided separately for men and women.
- b. Such places shall be kept in a clean & drained condition.

5. SCALE OF ACCOMODATION IN LATRINES & URINALS



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There shall be provided within the precincts of every work place latrine and urinal in an accessible place, and the accommodation, separately for each of them shall not be less than the following scale:

No. of seats

- a. Where the number of persons does not exceed 50 -2 persons
- b. Where the number of persons exceeds 50 but does not exceed 100 -3persons
- c. For every additional 100 - 3persons

In particular cases, the Employer/Architect/-shall have the powers to vary scale where necessary.

6. LATRINES & URINALS FOR WOMEN

If women are employed, separate latrines & urinals screened from those for men and marked in the vernacular in conspicuous letters 'For Women only' shall be provided on the scale laid in Rule 6. Those for men shall be similarly marked 'For Men only' a poster showing the figure of a man and a woman shall also be exhibited at the entrance of latrines for the respective sex. There shall be adequate supply of water close to the urinals & latrines.

7. LATRINES & URINALS

All latrines shall be provided with septic tank or leach pits in case of small units. All the latrines shall be kept in good sanitary condition.

8. CONSTRUCTION OF LATRINES

The inside walls shall be constructed of masonry or some suitable heat resisting non -absorbent materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for this purpose and kept available for inspection. Latrines will not be a standard lower than bore-hole system and should have thatched roofs.

9. DISPOSAL FOR EXCRETA

Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta shall be made by septic tank or leach pit duly approved by the Employer/Architect/-and in conformity with the requirements of local public health authorities.

10. PROVISION OF SHELTER DURING REST

At every work place there shall be provided free of cost , two suitable sheds, one for meal and the other for rest separately for men and women for the use of labor. The height of the shelter shall not be less than 3.5M from the floor level, to the lowest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with a dwarf wall around not less than 750mm. Sheds should be kept clean and the space should be on the basis of at least 0.50 square meters per head.

11. CRECHES

- a. At every work place, at which 50 or ,or women workers are ordinarily employed , there shall be



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provided two huts for the use of children under the age of 6 years belonging to such women, one hut shall be used for infants , games and play and the other as their bed room. The huts shall not be constructed on a lower standard than the following.

- i Thatched roofs
- ii Mud floors and walls
- iii Planks spread over the mud floor and covered with matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation there shall be adequate provision of sweepers to keep the place clean. There shall be two daises in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mothers of the children.

- b. Where the number of women workers is more than 25 but less than 50, the contractor shall provide at least one hut and one 'Dai' to look after the children of women workers.
- c. The size of crèche or crèches shall vary according to the number of women workers.
- d. The crèche or crèches shall be properly maintained and necessary equipment like toys etc shall be provided.

12. CANTEEN

Cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

13. ANTI MALARIAL PRECAUTIONS

The contractor at his expenses conforms to all anti-malarial instructions given by the Engineers/ Architect from time to time.

- 13. In addition to the above, the contractor is also responsible to comply all the Company guidelines amended time to time in respect of model rules for protection of health & sanitary arrangement for workers employed at work places.

M. LABOR LAW

1. Engagement of labor and labor Regulations

The contractor shall comply with all the provisions of the minimum wages act, 1948, and contract labor (Regulation and Abolition act, 1970, amended from time to time and rules framed there under and other labor laws affecting contract labor that may be brought into force from time to time.

- i) The contractor shall employ labour in sufficient numbers either directly or through sub -contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Employer/Architect/-.
- ii) The contractor shall not employ, in connection with the works, any person who has not completed his fourteenth year of age.



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- iii) The contractor shall furnish to the Employer/Architect/-fortnightly distribution return of the number and description by trades of work, people employed on the works.
- iv) The contractor shall also submit on the 4th and 19th of every month to the Employer/Architect/-a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that may have occurred, if any, during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act or Rules made there under and the amount paid to them. It is made clear that all liabilities on this account shall be of the contractor and the employer shall have no concern whatsoever in respect of any accident claim or benefits to female labor engaged by the contractor. (3) The number of laborers employed by him on the work (4) their working hours (5) The wages paid to them.
- v) The contractor shall pay to the labor, employed by him either directly or through sub- contractors, wages not less than fair wages as defined in the contractor's labor Regulations or as provided under the labor laws.
- vi) The contractor shall, in respect of labour employed by him either directly or through sub - contractors, comply with or cause to be compiled with the contractor's labour regulations in regard to all matters provided therein or under minimum wages Act as provided in the act.
- vii) The contractor shall comply with the provision of the latest payment of wages Act, Minimum wages Act, Employer's Liability Act, Workmen's compensation Act, Industrial Disputes Act and the Maternity Benefit Act, the contract labour (Regulation and Abolition) Act, or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- viii) The decision of the Employer/Architect/-in matters relating to the reports from the inspecting officers, shall be final and binding and deductions for recovery of any liquidated damages in this respect may be made from any amount payable to the contractor.
- ix) **Observance by Sub-Contractors**

The contractor shall be responsible for the observance by sub-contractors employed by him in the execution of this contract of the provisions hereof and applicable laws, rules & regulations.
- ix) **Returns of Labour, etc.**

The contractor shall deliver to the Architect/ - representative or at his office a return in detail in such form and at such intervals as the Architect/ - may prescribe showing the supervisory staff and the numbers of the several classes of skilled and unskilled labour from time to time employed by the contractor on the site and such information respecting constructional plant as the Architect/ - representative may require.

2. CONTRACTORS LABOUR RULES – REGULATION

2.1. Labour Rules:

The Contractor shall at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactment of State or Central NIA and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central NIA or local

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authority, including Indian Workmen's Compensation Act. Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, schemes made under the same Act and also Labour Regulations as revised Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Employer indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated henceforth on the part of the Contractor, the Architect/Employer shall have the right to deduct from any money due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer, responsibility in connection with the employees of the contractor, who shall, in no case, be treated as the employees of the Employer at any point of time.

2.2. Fair Wages:

2.2.1. The Contractor shall pay the laborers engaged by him on the work not less than fair wage which expression shall mean, whether for time of piecework, the respective rates of wages fixed by the local authorities as fair wages for the area payable to the different categories of laborers or those notified under the Minimum Wages Act for corresponding employees of the Employer, whichever may be higher.

2.2.2. The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the Works, including any labour engaged by sub/contractors in connection with the said works as if the labourers had been directly employed by him.

2.3. Notices:

2.3.1. The Contractor shall before he commences the work, display, and correctly maintain in a clean and legible condition at a conspicuous place on the Site, notices in English and in a language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Architect/-.

2.4. Record of wages etc.

The contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and as per the requirements of the -/ Employer/ Architect and the Conciliation Officer (central), Ministry of Labour NIA of India, or such other authorized person appointed by the central or State NIA and the same shall include the following particulars of each worker:

- 2.4.1. Name, worker's number and grade;
- 2.4.2. Rate of daily or monthly wage;
- 2.4.3. Nature of work on which employed;
- 2.4.4. Total number of days worked during each wage period;
- 2.4.5. Total, amount payable for the work during each wage period; All deductions made from the wage with details in each case of the ground for which the deduction is made;
- 2.4.6. Wage actually paid for each wage period.
- 2.4.7. The Contractor shall provide a Wage Slip for each worker, employed on the Works.
- 2.4.8. The Wage records and Wage Slips shall be preserved for at least 12 months after the last entry for Inspection of Wage Records.

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- 2.4.9. The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the Architect/- and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorized by him on his behalf.
- 2.4.10. The Employer/Architect or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clause. He shall also have the Power to investigate into any complaint regarding any default made by the Contractor or subcontractor in regard to such provision.
- 2.4.11 No party shall be represented by a legal practitioner in any investigation or inquiry under this Clause, unless Employer/Architect/-agree otherwise.

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ANNEXURE – A

PROFORMA OF APPLICATION FOR REGISTRATION OF ESTABLISHMENT EMPLOYING CONTRACT LABOUR

1. Name and location of the establishment
2. Postal address of the establishment.
3. Full Name and address of the Principal Employer
4. Full name and address of the manager or the person responsible for the supervision and control of the establishment.
5. Nature of work carried on in the establishment
6. Particulars of contractors and contract labour
 - a. Names and address of the contractors
 - b. Nature of work in which contract labour is employed or is to be employed
 - c. Maximum number of contract labour to be employed on any day through each contractor.
 - d. Estimated date of commencement of each contract work under contractor.
 - e. Estimated date of termination of employment of contract labour under each contractor
7. Particulars of treasury receipt enclosed. (Name of the treasury, amount and date)

I hereby declare that the particulars given above are true to the best of my knowledge and belief.

Principal Employer Seal and Stamp

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ANNEXURE –B

PROFORMA OF REGISTER OF CONTRACTORS

1. Name and Addresses of the Principal Employer _____
2. Name and address of the establishment _____

Sr. No.	Name and address of the contractor	Nature of work on contract	Location of contract work	Period From	Contract To	Maximum Number of workmen employed by the contractor

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ANNEXURE – C (R.A. BILL CERTIFICATE)

The measurements on the basis of which the above entries for the running bill no _____ were made have been taken jointly on _____ and are recorded at pages _____ to _____ of measurement book No. _____

Signature and date of Contractor

Signature and date of
- Representative

Signature and date of
Architect Representative

The work recorded in the above-mentioned measurements has been done at the site satisfactory as per tender drawings, conditions and specification.

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**ANNEXURE – D
PROFORMA OF CERTIFICATE OF PAYMENT BY ARCHITECT/-**

Certificate No. Interim /	Dated	
	Project Particulars:	
Contractor:	Contract / Letter No.	Dated:
	Contract's Bill No.	Dated:

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GENERAL SPECIFICATIONS

1. The entire work shall be carried out as per relevant latest CPWD specifications with up-to-date correction slips upto the date of opening of tender unless otherwise specified in the nomenclature of individual item or in the additional specifications.
2. However, in the event of any discrepancy in the description of any item as given in the schedule of quantities or additional specifications appended with the tender and the specifications relating to the relevant item as per CPWD specifications sanctioned above.
3. For the item not covered under CPWD specifications mentioned above, the work shall be executed as per latest relevant standards / codes published by B.I.S. (formerly I.S.I.) inclusive of all amendments – issued thereto or revision thereof, if any, upto the date of receipt of tenders.
4. In case B.I.S. codes/ specifications are not available, the decision of the Architect/ -/Engineer-in-Charge based on acceptable sound engineering practice and local usage shall be final and binding on the contractor.
5. Any cement slurry added over base surface (or) for continuation of concreting for bond is added, its cost is deemed to have in built in the item unless otherwise / exp stated and nothing extra shall be payable or extra cement considered with consumption on this account
6. The rate for all items in which the use of cement is involved is inclusive of charges for curing
7. The particular specifications/ nomenclature of the individual items in the BOQ shall take precedence over the latest C.P.W.D. specifications along with the updated correction slips.
8. For items not covered under the particular specifications and the latest C.P.W.D. specifications, the work shall be done as per the latest relevant IS code of practice.
9. For items not covered under the specifications mentioned in pares 1 to 2 above, the work shall be done as per sound engineering practices and as directed by the Engineer-in-Charge whose decision in this regard shall be final and binding on contractor.
10. **Equivalency of standards and codes:** Whenever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished and work performed or tested , the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless or otherwise expressly stated in the Contract. When the standards and codes are national or relate to a particular region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Architect/Company's prior review and written consent.
11. **Sample approval:** To determine the acceptable make, brand, manufacture & quality of materials and workmanship, the contractor shall get the samples approved by the Architect/ Engineer-in-Charge, well in advance of actual execution, to enable adequate time for inspection and testing, if required. The approved samples shall be kept in the custody of the Engineer in Charge at no extra cost to the employer and shall become guiding samples for the execution of that particular item of work. Work not conforming to the approved samples shall be rejected. Rates quoted for the items shall include for such preliminary work and shall not be paid for separately.



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12. **Approved makes:** The contractor shall generally use the brands of materials specified in the list of approved makes. However, the contractor will be bound to use a particular brand specified in the list, if so, instructed by the Architect/ Engineer-in-Charge. For any items not covered in the list of approved makes the contractor shall follow the instructions of Architect/ Engineer-in-Charge.
13. **Test and test certificates:** The contractor shall be and remain liable at his own cost to conduct tests all tests at all relevant times during supply, erection and installation of any works, structure, material or component as shall be required in terms of the contract documents or by the Architect/ Engineer-in-charge. All samples for testing shall be drawn by Company / Architect / - and testing to be done under their presence.
14. **Field Test:** The contractor shall set up a field laboratory at the work site per all the necessary field tests required for day-to-day quality control. Contractor shall arrange necessary equipment for conducting tests for slump, sieve analysis, silt, moisture contents, organic impurities and any other tests that may be required by the Engineer-in-Charge. The cost of installing the testing laboratory will be deemed to be included in the relevant items of work and nothing extra shall be payable on this account.
15. **Testing and commissioning:** The contractor shall furnish all labor and install all materials, applications, equipments (Except those supplied by the owner at site) necessary for the complete provision and testing of all installations (Such as electrical, plumbing and other installations) specified herein and shown on the drawings. This also included any material, appliances, equipment not specifically mentioned herein or noted on the drawings but which are necessary and customary to make complete installation with all the systems properly connected and in working condition. The work shall include all incidental jobs connected with the installations such as in excavation trenches and backfilling, cutting / drilling and grouting for fixing of fixtures, equipment etc.
16. **Fees and Permits:** The contractor shall obtain and pay for any permits required for the installation of the work. The owner shall arrange only for payment of security deposits and charges for getting necessary service connections. The contractor shall obtain and deliver to the owner certificates of final inspection and approval by the local or other authorities.
17. **Shop Drawings:** The contractor shall prepare and submit for the approval of the Architect, detailed shop drawings for various works such as Aluminium glazing, Structural glazing, Electrical works including all distribution panels, switch boards, cabinets, special pull boxes etc. Plumbing works including pumps, pedestals, motors, etc. and any other item as directed by the Architect/ Engineer-in-charge.
18. **Mode of measurements:** Mode of measurements for all the works shall be strictly in accordance with the detailed specifications of C.P.W.D. / Current Indian Standard method of measurement. The decision of Employer/Architect/-shall be final.

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TECHNICAL SPECIFICATIONS

GENERAL:

1. This specification shall be read in conjunction with the latest, specification .in case this specification are found wanting in any way the relevant C.P.W.D. Specification or relevant IS codes shall apply.

2. MATERIALS TO BE APPROVED /BEST QUALITY:

The whole of the materials, employed in connection with the permanent work, shall be new and the best of its kind. All materials shall be in accordance with these specifications and shall be as approved by the Architect.

3. STANDARDS:

Except where otherwise specified and permitted by the Architect, all shall materials shall confirm to the latest edition of Indian standard specification.

4. All:

Specialized work such as Termite treatment, Metal doors and windows, tiling, roof insulation, water and damp proofing, structural steel work, glazing, dropped ceiling, painting, and rendering, road work, all plumbing, sanitary and electrical work, fittings and fixtures and horticulture work etc. shall be got done/fabricated erected/installed by approved specialized agencies.



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List of approved make for Furnishing Works

S. No.	Details of Equipment / Material	Make / Manufacturer
1	HDMR Board	CENTURY/GREENPLY/ ARCHIDPLY
2	PLYWOOD – BWP/ MARIN (Boiling Water Resistant, Termite Resistant & Borer Resistant) – CONFIRMING TO IS: 303.	CENTURY/GREENPLY/ ARCHIDPLY
3	BLOCK BOARD – CONFIRMING TO IS: 11255 - 2003.	CENTURY/GREENPLY/ ARCHIDPLY
4	FLUSH DOOR – CONFIRMING TO IS: 2202 (Part – 1) – 1991.	CENTURY/GREENPLY/ ARCHIDPLY
5	LAMINATE – CONFIRMING TO IS: 2046-1995.	CENTURY/GREENLAM/ ARCHIDPLY
6	Lipping & Moulding	First Class Teak Wood
7	Gypsum ceiling	Gypsum India, Saint - Gobain Gyproc india
8	Grid Ceiling	Armstrong, Dexune
9	GI Support system for False Ceiling	GYPSTEEL ULTRA
10	Adhesive	Fevicol SH.
11	Locks/Handles & all other hardware	Godrej/ Ozone/ Dorma
12	Glass	Modi/Asahi (Tata), Saint Gobain
13	Aluminium	Jindal/ Hindalco/ NALCO
14	Door Closer	OZONE/Dorma
15	FLOOR SPRING	OZONE/GODREJ
16	Vertical Blinds	Vista/ Hunter Dugluse
17	Modular Kitchen Fittings	Hettich/ Hafele/ Haecker
18	HDMR Board	Green Ply/ Century Ply/ ARCHIDPLY
19	Edge binding tape	Rehau

List of approved make for Modular Kitchen & Wardrobes

S. No.	Details of Equipment / Material	Make / Manufacturer
1	Modular Kitchen	SPACEWOOD/ AFC/ HAECKER
2	SS Fitting & Fixtures (Handles/ Hinges/ all type Baskets etc)	HETTICH/ HAECKER / HAFELE
3	SS Sink	NIRALI/ KAFF/ HAFELE
4	Electric Chimney	FABER/KAFF/ GLEN
5	Wardrobes	SPACEWOOD / AFC/ HAECKER

The above-mentioned chemicals shall be used as per manufactures specifications and Approval of consulting Engineer.

NOTE: Unless otherwise mentioned specifically, any one of approved makes or brands shall be allowed to use. Other makes or brands of the building materials bearing I.S.I. monogram on the material itself will also be allowed to be used AFTER TAKING APPROVAL FROM CONSULTANT.



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SUPPLY AND INSTALLATION OF MODULAR TYPE KITCHENS & MODULAR TYPE WARDROBES

LIST OF APPROVED MANUFACTURERS / NATURAL SOURCES OF MATERIALS TO BE USED IN INTERIOR WORKS SUBJECT TO
THE APPROVAL OF SAMPLES BY NIACL / ARCHITECT.
(ALL THE MATERIALS USED HAVE TO CONFIRM TO GREEN NORMS OF IGBC)

BWP PLYWOOD

- 1- - BWP/ Marine plywood shall be generally conforming to IS 710. Selection of timber species for manufacture of plywood shall be as prescribed in IS 710 and as far as possible a single species of timber shall be used.
- 2- **Adhesive:** The adhesive used for bonding the veneer shall be of the hot press synthetic resin, phenol formaldehyde type (BWP) and shall conform to IS 848. Extender shall not be added to the adhesive by the plywood manufactures. Fillers, if used, shall not exceed 10 percent by mass of solid content of the glue.
- 3- **Dimensions**
 - 3.1 The dimensions of plywood boards shall be as stated in above.
 - 3.2 The thickness of any board shall not exceed the number of pieces multiplied by 2.5 mm. The two face veneers in finished board shall be of the same nominal thickness.
- 4- **Tolerances:** The following tolerances in the nominal size of finished boards shall be permitted

Dimension	Nominal Size	Tolerance
Length	Upto 120 cm.	+ 3 mm
Above 120 cm.		+ 6 mm
Width	Upto 90 cm.	+ 3 mm
Above 90 cm		+ 6 mm
Thickness	Upto 4 mm	+ 10 per cent
Above 4 mm		+ 5 per cent

- 5- **Sampling:** The method of drawing representative samples and criteria for conformity shall be as prescribed in IS 7638.
- 6- **Tests:** Test pieces cut from each of board as specified at para 9.2.11.5 shall be subjected to following tests.
 - (a) Moisture content
 - (b) Glue adhesive in dry state
 - (c) Water resistance test.
 - (d) Tensile strength
 - (e) Mycological test
 - (f) Retention of preservative.These tests shall be carried out as specified in IS 710.
- 7- **Marking:** Each plywood board shall be legibly and indelibly marked or stamped with following particulars along with such other marks as the purchaser may stipulate at the time of placing order.
 - (a) Manufacturer's name, initials or recognized trade mark, if any.

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दूरभाषन-0135-2528429/ 431

CINNo.U99999MH1919GOI000526

- (b) Year of manufacturing.
(c) Abbreviation indicating the species of timber used in each ply as indicated in col. 3 of Table – 1 and 2 of IS 710.
(d) Batch number
8- **BIS Certification Marking:** The plywood board may also be marked with the standard mark, governed by the BIS Act, 1986.

LAMINATE:

Should be of FR+ Fire Retardant Laminates with High Gloss finishing of Superior Quality as per NIACL/ Architects selection.

Description:

Halogen Free FR+ Fire Retardant Laminates that are safe, harmless, and sturdy; and should come in exquisite designs and colours. Manufactured by treating papers with specially developed fire-retardant chemicals. FR+ Fire Retardant Laminates are resistant to flame. The fire-retardant chemical used is halogen free hence it significantly reduces the risk of toxic smoke.

Class-I Fire Rating:

FR+ Fire Retardant Laminates should be approved by Warrington fire laboratory, UK, as per BS-476 standard and is also tested as per ASTM E-84 Standard.

The product passes Class-I Fire Rating & only fire-retardant adhesive and substrates to be used. Class-I Fire Retardant Laminates do not allow fire to spread further, once the source is removed and extinguishes itself within a stipulated time significantly reduces the risk of toxic smoke.

FR+ Fire Retardant Laminate must be bonded with Plywood with appropriate fire rating. Fire Rated glue is only recommended.

Optimum conditions for use:

High Pressure Laminates should be properly conditioned to the ambient conditions of the surroundings before they are used. For eg., High Pressure Decorative Laminates and the substrate need at least 48 hours to get acclimatised. Provision should be made for the circulation of air around the components. Recommended conditioning temperature is about 24°C. Laminates should be conditioned at 45% to 55% relative humidity.

Tooling:

Sawing: To avoid chipping, it is important that the saw blade teeth cut into the decorative face.

Circular sawing:

Always provide support to the material near the point of blade contact to avoid vibration that causes chipping. Blades with trapezoid tooth configuration and both tungsten carbide and diamond tip blades have proved to be excellent tools for sawing high pressure decorative laminates.

Routing:

Routing may be done with electric or air powered carbide tip routers. Router speed should be maintained at 16000 to 22000 rpm. It is important to use a router having adequate horsepower to maintain cutting speeds (based on the type and amount of material to be cut). For special edge trimming, very high-speed routers should be available which produce smooth-edge chip-free work. Sharpness of the router cutters should be maintained.

Edge-finishing: Belt sanders may be used to flush the self-edge before the laminate top is applied. However, care should be taken to direct the sanding operation away from or parallel to the decorative surface.

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दि न्यूइंडिया एश्योरेंस कंपनी लिमिटेड
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Protective-film: The protective film where applied should be removed as soon as the application is complete. If the film is left in place after fabrication, exposure to strong lights for a period may cause a pale residue and make it difficult to remove the protective film.

Proper bonding recommendations:

The surfaces should be clean, dry, and free of oils or other contaminants, such as dust, synthetic particles, and so forth. The adhesive film should have full contact with the surface to which it is applied in order to give maximum adhesion. The adhesive should always be stirred or agitated before use. Sufficient amount of adhesive should be applied on either or both the surfaces to be bonded. When ready for bonding, the spread film of most contact adhesives will exhibit a uniform semigloss appearance over the entire surface of the materials to be bonded. Marked variation in appearance will generally indicate an improper or non-uniform adhesive spread. The substrate can generally be seen more readily through those areas where insufficient adhesive has been applied. If this occurs, re-coating the surfaces should achieve a uniform coating. Double coating the edges with adhesive is advisable because of the higher porosity of the substrate edge.

Sufficient bonding pressure to ensure intimate contact is necessary for an adequate bond. Sufficient pressure should be applied over the entire area using as much pressure as possible without damaging the assembly. Pinch rollers (rotary press) and heavy weighted rollers are ideal for such purposes. Hand rolling should be done from the centre to the edges to ensure the removal of all air bubbles. The edges should be rolled twice.

Care should be taken to follow the manufacturer's recommendations concerning the allowable tack range of the adhesive. If assembly is made before the adhesive is dry or after the allowable open time is exceeded, the bond may not have satisfactory results. Unless otherwise indicated by the manufacturer, the temperature of the gluing area and all materials should be maintained around 21°C (70°F) or above. Experience has shown that when the relative humidity is above 80% at temperatures of 21°C (70°F) or lower, moisture may condense on the surface during drying (known as blushing) and this will prevent an acceptable bond. Hot spray or forced air drying may be used to help prevent this condition.

A gap of minimum 2 mm should be maintained between two laminates while pasting side by side

Test Result:

The Test to be conducted in accordance with ASTM International Fire Test response standard referred to as Steinter Tunnel Test. ASTM E – 84 is equivalent of NFPA No 255, and UL No – 723. NOTE: All other properties as per EN – 438 Standard.

Warranty: under normal use & service, the material & workmanship of the products shall confirm to the standards set forth on the applicable technical data sheet for a period of twelve (12) months from the date of supply/installation subjected it shall not apply to defects or damage arising from any of the following: Accidents, abuse or misuse, exposure to extreme temperature, improper maintenance.

Quality for Baskets/ Drawers & its Fittings

It is to be ensured that Baskets/ Drawers & fittings systems provide comfort and function to buyers for as long as the furniture is used. All products should be engineered to provide for a problem-free-use of the furniture during its lifetime, which is about 20 years. As a gesture of goodwill and as long as the original purchaser is in possession of the furniture, the company should replace defective products by sending replacement parts free of charge to the address of this purchaser. To the fullest extent permitted by law, all other claims are excluded, including any related labour costs regarding removal of the defective product and/or installation of the replacement part. Improper use as well as improper operation or excessive loads are also excluded.

To obtain the free of charge replacement the client will provide the company with the defective product, a short description of the problem as well as a copy of the proof-of-purchase within 30 days of the problem occurring.

AUTO CLEAN ELECTRIC KITCHEN CHIMNEY

**THE NEW INDIA ASSURANCE
COMPANY LTD.**

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- Heat auto clean with motion sensor
- Touch sensor control, Auto-off function
- Brush-less DC motor 9 speed control, Oil collector tray
- Filter-less chimney, No need to clean filters, Metal housing
- Energy saving 2x1.5 W LED lights, 7 years warranty on motor
- Size & Suction Power- 600/760/900 mm
- Airflow 1000- 1200 cum/h

LIST OF APPROVED MAKES FOR MATERIALS

Sr. No.	Material	Approved Make
1	Ply/ Board/ MDF/ HDHMR	Green Ply/ Century Ply/ Kitply
2	Laminate	GreenLam/ Century / Marino
3	Fitting/Hardware / Accessories for Wardrobe only	HAFELE/ Haecker / Hettich
4	Fitting/Hardware / Accessories for Kitchen only	HAFELE/ Haecker/ Hettich
5	Sink	Nirali / Kaff/ Carysil
6	Electric auto clean Kitchen Chimney	Faber / KAFF / Glen
7	Toughened Glass/ Glass	Pilkington/ S. Gobain/ AIS
8	Approved Modular Kitchen Vendor	Spacewood/ AFC/ Haecker
9	Edge Binding	Rehau

SPECIAL CONDITIONS

- All the items shall be submitted as samples for architect approval.
- Once the individual item samples are approved, then a mock-up of each type of Modular Kitchen shall be prepared for approval from NIACL/Architect and then the mass production shall be taken up.
- The Modular Kitchen shall be made as per the shop drawings approved by the NIACL/Architect.
- Modular Kitchen vendors who are in the field for more than 5 years can only participate.

NOTE: The Contractor shall use only above-mentioned material. All other materials shall confirm to the specifications laid down. The Contractor shall take this into account while tendering rates / prices. All materials and sections used should adhere to the manufacturer's guidelines and the contractor has to submit certificate from the manufacturer on usage of their specified product / sections.

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FINANACIALBID(Part-2)

PROVIDING & FIXING OF MODULAR TYPE KITCHENS & WARDROBES WITH MISCELLANEOUS WORKS FOR FLATS OF NEW INDIA ASSURANCE COMPANY LIMITED AT DEHRADUN.

A	MODULAR TYPE WARDROBES				
B	MODULAR TYPE KITCHENS				
C	ELECTRIC INSTANT GEYSERS				
	TOTAL				
SR. NO.	DESCRIPTIONS OF ITEMS	QNTY	UNIT	RATE	AMOUNT
1	MODULAR TYPE WARDROBES				
	<p>SITC of wardrobes for staff Residences as per schematic drawings. Vendor shall prepare a detailed shop drawing considering actual site dimensions with provision for following items:</p> <p>(a) Carcass, shelves: Made of 18 mm thick Marine plywood confirming to IS 710 with 1.0 mm THK balancing laminate of selected shade on both sides pressed on hot-press with approved adhesive. All the edges must be sealed with 1.0 THK mm PVC/ABS edge bands, glued on PC controlled automatic Edge banding machine with pre-milling operation using hot-melt glue. For require quality, plywood must be calibrated ply for uniformity and better bonding with lamination and edge bands must be applied with pre-milling function on.</p> <p>(b) Shutters: Made of 18 mm thick Marine plywood confirming to IS 710 with 1.0 mm thick high-pressure laminate sheet pressed on a hot-press with approved adhesives, of plain / wood grain in gloss / matt / suede finish with high density protective surface layer conforming to IS : 2046 .All the edges must be sealed with 0.8mm PVC/ABS edge bands, glued on PC controlled automatic Edge banding machine with pre-milling operation using hot-melt glue. For require quality edge bands must be applied with pre-milling function on.</p> <p>(c) Back Panel and drawers: Made of 12 mm thick Marine plywood confirming to IS 710 with 1.0 thick mm balancing laminate of selected shade on both sides pressed on hot-press with approved adhesive. Back side of cabinet in contact with wall plaster/ otta Floor/ bottom of loft slab to be applied with wood primer.</p> <p>(d) Knock-down Joining System (KD fittings): 8 mm x 45 mm concealed bolt with 15 mm eccentric cranks, 8 mm jute dowels, 75 x 50 mm M.S. brackets, etc. completed with drilling and fixing. Drilling and boring work is done on CNC Multi-drill machine in KD-32 system. All mounting holes are notched in all axes simultaneously in single reference. The maximum span between two adjacent holes should not be more than 96 mm. All panels should be interchangeable to facilitate assembly at site. Panels cannot be connected by brackets or screws.</p> <p>(e) Hardware: All the Hardware fittings of approved make S. S. 304 grade Satin finish/Brush Finish, drawer channels of approved make, SS hanger road with sockets, locks, magnets etc. all accessories including necessary screws, nuts bolts of matching quality. The Shutters shall be fixed with Soft Close Clip-on Hinges, The Drawer Channels shall be corrosion resistant and on ball bearings.</p> <p>Manufacturer shall prepare one full scale mock up sample as per the</p>				

	drawing and get the same approved by Engineer In Charge / Architect before doing the final installation for other units. Necessary modification in the full scale mock up samples shall be made, if any required by the Engineer In charge/Architect, without any extra cost. (Cost of supplying of all hardwares fittings, channels and accessories etc. are included in the rates of relevant items). Make of wardrobes & hardwares finalize by Architect Only & the Rate has to be quoted for the following wardrobes:				
1.1	WB-01 (4'-6"W X 2'-0"D X 9'-3"H)	6.00	NOS		
1.2	WB-02(5'-3"W X 2'-0" D X 8'-0"H)	6.00	NOS		
1.3	WB-03(5'-6"W X 2'-0" D X 8'-0"H)	6.00	NOS		
1	SUB TOTAL RS.				
2	MODULAR TYPE KITCHEN (INCLUDING ALL FITTINGS & FIXTURES)				
2.1	Providing and fixing cupboard shutter with 19mm thick HDHMR Board both side laminate finish of 1.0 mm of approved brand including 2mm thick PVC edge banding tape with hot glue by edge bending machine etc. with auto closing spring loaded hinges (hydraulic type) etc. complete as per direction of Engineer-in-charge. (Payment of providing and fixing auto closing hinges shall be paid separately)	75.00	SQM		
2.2	Providing and fixing 19mm thick both side balancing lamination factory pressed HDHMR as per IS 710 of approved brand boxes, shelves, racks, almirah, cupboard and drawer etc. including necessary nails, screws etc. complete as per direction of Architect.	350.00	SQM		
2.3	Providing and fixing stainless steel fancy handle of approved make fixed with SS screws etc. complete as per direction of Engineer-in-charge.				
	200 mm	230.00	EACH		
2.4	Providing and fixing stainless steel soft closing spring hinges at 0-degree hinges (hydraulic type) of approved make/brand to cupboard shutters with full threaded steel screws including making necessary recess in board and finished etc. complete as per direction of Engineer-in-charge.	350.00	EACH		
2.5	Providing and fixing stainless steel soft closing heavy type telescopic drawer channels of approved make 500 mm long with screws etc. complete as per directions of Engineer- in-charge.	205.00	ONE SET		
2.6	Providing and fixing readymade 304 grade stainless steel Modular kitchen basket and accessories such as right-angle basket (Plain Cup & Saucer, plant, Partition, Bottle rack, Thali, Cutlery) kitchen utensil basket, Dinner set basket, kitchen grain basket, Multipurpose basket as per site requirement including finishing (wherever required) and fittings. The same shall be fixed with necessary stainless-steel nuts & bolts, Stainless Steel screws & telescopic channel etc. as per direction of Engineer-in charge. (For payment purpose only weight of Stainless-steel basket shall be considered excluding weight of all fixing accessories such as nuts, bolts, fasteners telescopic basket channels etc. Payment of providing and fixing telescopic channel shall be paid separately) make- Hettich/ Hafele	590.00	KG		
2.7	Providing and fixing 2mm thick 16 to 19mm wide PVC edge binding tape of approved quality for cupboard/ wardrobe shutters including necessary synthetic resin hot pressed to edges on binding machine etc. complete as per directions of Engineer- in-charge.	495.00	METRE		
2.8	Providing & laying avg 15 mm thick (+/-2mm) pre-polished artificial engineered quartzite marble sandwich platform for counter top basins 600 & Kitchen sink of avg 600 mm wide, with quartzite supports of avg 15 mm thick for vertical support and kadappa/Kota of avg 25 mm thick below Quartzite marble with necessary approved sealant as required as per the detail drawing etc., including avg. 32 mm fascia patties of Engineered	375	SQFT		

	Quartzite marble and rounding or polishing the exposed edges as per drawing, cutting for basin & kitchen sink opening, sealing all crevices with silicon sealant, etc. complete. Item to be completed in all respects as per drawings & instructions from project- in-charge/Architect. Make- AGL/ Somany				
2.9	Providing and fixing Stainless Steel sink bowl with drainboard (overall size - 30x20x10 inches and thickness- 1.2 mm) approx. (or as per site requirement/ directed) of Make- Nirali/ KAFF/ Feber (Square designer satin finish) in the kitchen platform as under counter type in the granite slab and marble slab neatly according to the size of sink, complete as directed. The item includes waste coupling, stainer, drain drop connection to the floor trap, waste pipe including	6.00	NOS		
3.0	Supply, fixing and installation of Kitchen electric Chimney with auto clean and Touch sensor control, Auto-off function with all Accessories which is required to complete the work of the satisfaction level of / Architect. (Suction-1000-1200 m ³ /hr) of make-Faber/KAFF/GLEN	6.00	NOS		
	Note: Company/ Brand Name of Modular Kitchen will be finalized by Architect Only so that the Rate must be quoted accordingly.				
2	SUB TOTAL RS.				
3	ELECTRIC INSTANT GEYSER				
3.1	Supply installation testing and commissioning of R.O. water purifier (Kent Grand 8 L RO + UV +UF Water Purifier (White)	6.00	NOS		
3.2	Supply and fixing of Electric Instant Geyser with following Specifications (a) 15-liter Electric Geyser (b) Capacity: 15 Liter. (c) Voltage/Frequency (V/Hz): 220-240/50Hz. (d) Temperature Range: 25°C to 75°C (e) Mounting: Vertical (f) Watt: 2000W (g) Star Rating: 4/5 Star (h) IP: IPx4. (i) Make - AOsmith /Crompton/Havells--model finalize by Architect & NIACL	14.00	NOS		
3.3	Supply and fixing of Electric Instant Geyser with following Specifications(a) 3 litter Electric Geyser(b) Capacity: 3 Liter.(c) Voltage/Frequency (V/Hz): 220-240/50Hz.(d) Temperature Range: 25°C to 75°C(e) Mounting: Vertical(f) Watt: 2000W(g) Star Rating: 4/5 Star(h) IP: IPx4.(i) Make - AOsmith /Crompton/Havells -model finalize by Architect & NIACL	6.00	NOS		
3.4	Providing and fixing brass curtain rods of wall thickness 1.25 mm with two brass brackets fixed with brass screws and wooden plugs etc. wherever necessary complete.	50.00	MTR		
3	SUB TOTAL RS.				

Date:

Place:

Signature of Contractor

Seal