



**THE ORIENTAL INSURANCE COMPANY LIMITED
REGIONAL OFFICE,**

**‘Cheran Towers’, 3rd Floor, 82, Government Arts College Road, Coimbatore – 641 018
Telephone Numbers: 0422 – 2217223, 2217202, CIN:U66010DL1947GOI007158
Website: www.orientalinsurance.org.in**

**TENDER NOTICE FOR INTERIOR FURNISHING, ELECTRICAL, ELECTRICAL
FITTING, DATA CABLING, PLUMBING WORKS AND SUPPLY OF READYMADE
CHAIRS AT OUR BRANCH OFFICE, POLLACHI**

Tenders are invited from the experienced, prominent and reputed vendors for **INTERIOR FURNISHING, ELECTRICAL, ELECTRICAL FITTING, DATA CABLING, PLUMBING WORKS AND SUPPLY OF READYMADE CHAIRS** of The Oriental Insurance Co. Ltd Pollachi Branch Office.

Date of publishing of tender	29/01/2018
Last Date and Time for submission Bids	19/02/2018 / 03:00 PM
Date and Time of opening of Technical Bid	20/02/2018 / 11:00 AM
EMD (Refundable)	Rs.15,000/-
Tender Appl. Fee (Non-Refundable)	Rs. 1,000/-

Separate Demand Draft towards *Earnest Money Deposit and Tender Fee* should be drawn in favour of *“The Oriental Insurance Company Ltd.”*, payable at **Coimbatore**.

Tendering process shall be of 2 bid system – **Technical Bid** and **Financial Bid**. The vendors may visit our Company's website www.orientalinsurance.org.in and download the tender documents. Tender documents can also be obtained from the Estate Department of our Regional Office at the above said address on payment of the Tender Application Fee of Rs.1,000/- by Cash or DD.

Interested Bidders may submit the Tenders in Two separate envelopes duly scribed as “Technical Bid” and “Financial Bid”. Both these bids should be sealed and put in the third envelope superscribed “OFFER FOR INTERIOR FURNISHING, ELECTRICAL, ELECTRICAL FITTING, DATA CABLING AND PLUMBING WORKS AND SUPPLY OF READYMADE CHAIRS AT BRANCH OFFICE, POLLACHI” and the same will have to be dropped into the Tender Box kept at our Regional Office in the above-said address on or before the last date and time stated above.

The following documents are required to be submitted to The Chief Regional Manager, The Oriental Insurance Co. Ltd., Cheran Towers, Arts College Road, Coimbatore - 641 002 on or **before 03:00 PM, 19/02/2018** in one sealed envelope superscribed as **'OFFER FOR INTERIOR FURNISHING, ELECTRICAL, ELECTRICAL FITTING, DATA CABLING, PLUMBING WORKS AND SUPPLY OF READYMADE CHAIRS'** of

Pollachi Branch Office” failing which the bidder may be disqualified and their tender may not be opened:

1. DD for Tender document Fees of Rs 1,000/- (Rs: One Thousand only) (Non-refundable)
2. DD for EMD for Rs. 15,000/-(Rupees Fifteen Thousand only) (Refundable)
3. Signed copy of tender documents and addendum / corrigendum if any
4. Any other supporting documents as per the tender requirement

The details of the DD, should tally with the details available in the scanned copy and the data entered during bid submission time else bid shall be rejected.

The company reserves the right to accept or reject any/all the tenders without assigning any reasons thereof. The company also reserves the right to deviate/delete any or all conditions.

The Oriental Insurance Co. Ltd.,
Regional Office
Cheran Towers, Arts College Road, Coimbatore.
Regd & HO: A-25/27, Asaf Ali Road, New Delhi-110002.

Sub: “INTERIOR FURNISHING, ELECTRICAL, ELECTRICAL FITTING, DATA CABLING, PLUMBING WORKS AND SUPPLY OF READYMADE CHAIRS AT OUR BRANCH OFFICE POLLACHI”

Site Address:

**The Oriental Insurance Co. Ltd.,
Branch Office,
16/18 Subbammal Layout,
Near Aadi Parasakthi Temple,
Mahalingapuram,
Pollachi-642002**

Issued to

.....

.....



Date.....

Signature: Sd.....

Chief Regional Manager.

The Oriental Insurance Company Ltd., Regional Office, Coimbatore

TENDER NOTICE

M/s.....
.....

Work: “**INTERIOR FURNISHING, ELECTRICAL, ELECTRICAL FITTING, DATA CABLING, PLUMBING WORKS AND SUPPLY OF READYMADE CHAIRS**” at The Oriental Insurance Company Limited, Branch Office, Pollachi .

1. Tenders are invited in two bid system from reputed contractors AS PER ELIGIBILITY CRITERIA listed below for carrying out the “**INTERIOR FURNISHING, ELECTRICAL, ELECTRICAL FITTING, DATA CABLING, PLUMBING WORKS AND SUPPLY OF READYMADE CHAIRS**” at Branch Office, Pollachi, as per the specifications given in the tender.

2. The Tenderers should **submit the Tenders in Two separate envelopes duly scribed as “Technical Bid” and “Financial Bid”**. Both these bids should be sealed and put in **third envelope superscribed “OFFER FOR INTERIOR FURNISHING, ELECTRICAL, ELECTRICAL FITTING, DATA CABLING AND PLUMBING WORKS AND SUPPLY OF READYMADE CHAIRS AT BRANCH OFFICE, POLLACHI”** and the same will have to be **dropped into the Tender Box kept at our Regional Office in the above-said address on or before the last date and time.**

3. The estimated cost of the work is approximately Rs. 7.6 lacs (exclusive of taxes).

4. The following are the eligibility criteria for the contractors to participate in the tender bid:

a. Average annual financial turnover during the last three Years ending **31st March, 2017** should be at least Rs 9 lacs.

b. The bidder should have experience of having successfully completed similar of value as indicated below during the last 7 years ending work **31.03.2017**.

Details of Work		Value of Work
Three Similar Completed Works	OR	Rs:-3.1 lacs each.
Two Similar Completed Works	OR	Rs:- 3.8 lacs each.
One Similar Completed		Rs:- 6.1 lacs each.

Work

- c. Similar work mean carrying out Renovation Interior, Civil, Plumbing, Electrical, LAN and Chair work for reputed Corporate/ PSU/Govt. work.
 - d. The tenderer should submit completion certificate from the employer clearly indicating the nature, magnitude, date of starting and date of completion, indicating Whether the works are completed within the stipulated time in respect of qualifying Works.
 - e. The tenderer should provide proper documentary proof supporting their claim in respect of all the above criteria.
5. The Tender Documents may be obtained on payment of a non- refundable amount of Rs 1,000/- (One Thousand only) by way of Demand Draft drawn in favour of The Oriental Insurance Company Ltd., payable at Coimbatore during Office working hours from **29/01/2018 to 16/02/2018**. Tender documents not accompanied by such Tender Cost would be summarily rejected. Demand Draft must reach Regional Office before last date of submission of e-tender.
 6. The tender documents should accompany an **Earnest Money Deposit (EMD) of Rs 15,000/- (Rs. Fifteen Thousand only)** by way of DD in favor of The Oriental Insurance Company Ltd payable at Coimbatore. The EMD shall not bear any interest. Tender documents not accompanied by such EMD would be summarily rejected. Demand Draft must reach Regional Office before last date of submission of tenders.
 7. Time is the essence of contract. The work should be completed in **28 days (Twenty eight days)** from the date of issue of work order.
 8. Last date of Submission of tender is **19/02/2018 by 03.00 PM**.
 9. The Technical Bid duly filled in and signed on all the pages and stamped by the tenderer must be submitted duly accompanied by details of the Company Profile, audited balance sheet for last 3years, Proof of submission of Income tax returns, PAN No., GST No., proof of Work, Experience of similar works done during the last 7 years.
 10. The Financial bid must be submitted strictly as per the schedule of quantities.
 11. The Technical Bid shall be opened at **11:00 AM on 20/02/2018** in presence of the tenderer's Accredited representatives if they desire to attend.
 12. The Financial bid of the Tenderer 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 Financial bid will be intimated to the qualified bidders.
 13. The Company reserves the right to accept any Tender or accept Tenders in part or to reject any or all Tenders without assigning any reasons thereof and will not be liable to offer



any explanation whatsoever. Non-submission of documents as per the criteria may lead to disqualification of contractor. Hence, bidders are requested to ensure that all required documents are uploaded as per the qualifying criteria.

14. The EMD of the successful tenderer would be retained with The Oriental Insurance Co. Ltd, while the EMDs of the unsuccessful bidders would be returned within a week's time from the placing of work order with the successful bidder.

15. In case if the Tenderer after being declared successful L-1 bidder withdraws from the bid or fails to execute the work within the prescribed time his EMD would be forfeited.

16. The tenderer must carefully read and examine the whole tender document, visit the site at his own expense, study the technical specifications, drawings etc before submitting the tender.

17. 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 allowed for submission of the tender.

18. The Notice inviting tenders, the conditions of tender and duly completed form of tender, Specifications etc will interlaid form part of the contract agreement to be executed by the Successful tenderer with the Company.

19. Pre-bidding meeting has been Scheduled on **05/02/2018 (Between 11.00AM to 01.00PM)**. The prospective bidders may participate in the said meeting which will be held in the III Floor, of the Regional Office, No 82, 3rd floor, Cheran Towers, Govt. Arts College, Coimbatore.

20. Bank solvency given by the Bank and duly certified by the Chartered Accountant.

21. The Tenderer should submit a copy of their Cancelled Cheque and Bank Details :

- a
- . Bank Name & Branch :
- b
- . Account Holder Name :
- c
- . Account No :
- d
- . IFSC Code :

MEMORANDUM

1. Name of work : **INTERIOR FURNISHING, ELECTRICAL, ELECTRICAL FITTING, DATA CABLING AND PLUMBING WORKS AND SUPPLY OF READYMADE CHAIRS** for The Oriental Insurance Co Ltd, Branch Office, Pollachi.
- 2 Estimated Cost : Rs. 7.6 Lacs (Approx)
- 3 Earnest Money Deposit : Rs. 15,000 (Rs. Fifteen Thousand Only)
- 4 Date of Commencement of work : From the date of issue of Work order
- 5 Period of Completion : 28 days (Twenty Eight) from the date of Commencement
- 6 Value of work to be taken for issue of Interim certificate for payment : 80% can be claimed in phases in the form of three (3) running bills of the value of work.
 - A 40% payment against 40% work done
 - B 30% payment against 80% work done
 - C 10% payment against 90% work done10% to be released



			after completion of work and handed over to the satisfaction and certification of the consultant. 10% SD to be released after the defects liability period of 12 months, without any interest.
7	Retention percentage to be deducted from RA Bills as Security Deposit	:	10% of the value of the bill
8	Defects Liability period	:	1 year from the date of completion
9	Refund of Security Deposit	:	100% of Security Deposit after expiry of Defects liability period.
10	Liquidated Damages	:	0.5% of the Contract value per week or part thereof subject to maximum of 10% of contract value/final bill amount
11	Period of Final measurements	:	15 Days
12	Period of honoring Interim – Certificate for payment	:	14 Days

Tender Terms & Conditions

1. The tender form must be filled in English and all entries must be made by hand and written in ink.
2. Each page of the tender document must be signed by an authorized person.
3. The tenders must be submitted in the prescribed format only. The tenderers 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 tenderers and the correct figures and words neatly rewritten. Over writing is not permitted. Applying white fluid for correcting rates and amount is also prohibited.

4. **GST as applicable will be paid separately. The Tenderer must exclude these charges in the rates quoted, if applicable.** The tenderer shall quote his rates inclusive of cost of materials, corresponding wastages, labour and cost of transportation of materials to work site etc.
5. Errors in the schedule of quantities, rates and amount shall be dealt with in the following manner:
 - a. In the event of a discrepancy between the rates quoted in words and the rates in figures, lowest rate will be taken into consideration.
 - b. In the event of an error occurring in the amount column as a result of wrong calculation the unit rate shall be regarded as firm and the amount shall be amended accordingly based on the quantity given.
 - c. All errors in totaling in the amount column and in carrying forward, the totals shall be corrected.
6. 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 based on actual quantities of work done at the accepted rates.
7. No alterations which are made by the tenderer 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.
8. The tenderer must obtain at his own expenses all the information necessary for filling this tender and before entering into a contract with The Oriental Insurance 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 from **30/01/2018 to 14/02/2018 between 10:30 to 1:30 PM.**
9. The tenderer shall also bear all expenses regarding the preparation and submission of this tender.
10. ***Earnest Money Deposit (E.M.D)*** - The tenderer shall also deposit an amount Rs 15,000/- (Rs. Fifteen Thousand only) in the form of a Demand Draft drawn on any scheduled Bank in favour of The Oriental Insurance Co. Ltd. Payable at Coimbatore, before last date of submission for e-tender.

The EMD of unsuccessful tenderers shall be refunded without any interest after the decision to award the work is taken. The EMD of the successful tenderer shall be retained as part of security deposit and for the due fulfilment of the contract.



11. **Security Deposit (SD)** - Security Deposit shall be deducted from running/progressive bill/s of the contractor @ 10% of the value of the each bill. Security Deposit shall not bear any interest. The security deposit shall be retained by The Oriental Insurance Co. Ltd., till the end of defect liability period.
12. **Completion Period** : The time is the essence of contract. The entire work shall be completed by the contractor within **28 DAYS** from the date of issue of the work order. The work shall be commenced immediately at the site.

The work is of urgent nature and the completion time schedule should be strictly adhered to by the contractor.
13. **The tenders submitted shall remain valid for acceptance for a period of 6 months from the date of their opening.** Should any tenderer 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 and his EMD will be forfeited.
14. It is not binding on The Oriental Insurance 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 Oriental Insurance Co. Ltd reserves the right to award any portion of the work or portions of the work to different tenderers or to award the entire work to one tenderer.
15. The tenderer whose tender is accepted is bound to execute a formal agreement with The Oriental Insurance 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 relating to the execution of the said agreement including fees for stamps and registration of documents as required.
16. The compensation or other sums of money payable by the contractor to The Oriental Insurance Co. Ltd under the terms of contract may be deducted from his EMD/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.
17. The work shall be carried out under the directions and supervision of and subject to the approval in all respects by the Consultants/The Oriental Insurance Co. Ltd. On acceptance of the tender the contractor shall in writing at once inform The Oriental Insurance Co. Ltd and the Consultants the names of his accredited representatives who will be responsible to take instructions from the Consultants/ The Oriental Insurance Co. Ltd.
18. The work or any part of it shall not be transferred assigned or subject without the consent of The Oriental Insurance Co. Ltd.

19. 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 Oriental Insurance Co. Ltd. on other works / sub works in connection with the work.

20. The contractor will be required to insure the work and keep it insured until one month after the date of taking over the works by The Oriental Insurance 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 approval of The Oriental Insurance Co. Ltd..

21. The contractor is required to comply with all acts of Govt. relating to labor 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.

22. For all the items of work executed by him, the contractor will 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 Oriental Insurance Co. Ltd..

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

24. **The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs.50/- (Rupees Fifty 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.**

25. Company reserves the right to accept any tender or to reject any or all Tenders without assigning any reason thereof or to award the work in full or in parts or with reduced quantity and also reserve the right to place the order or any technically suitable tenderer who may not be the lowest.

26. The tenders to be submitted must be UNCONDITIONAL. CONDITIONAL tenders will be liable for rejection. Any bidder desires of imposing any condition having financial implication should load the tender appropriately and should not put any condition



Form of Tender for Works

To,

**The Chief Regional Manager,
Oriental Insurance Co Ltd, Regional Office,
Cheran Towers- III Floor,
No 82, Govt. Arts College Road,
Coimbatore – 641018.**

Dear Sir,

1. 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 there to 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.

2. 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 hereto and the conditions of tender so far as applicable or in default thereof to forfeit and pay to The Oriental Insurance Co. Ltd., the sums of money mentioned in the said conditions.

a. A sum of **Rs 15,000/- (Rs. Fifteen Thousand only)** is here by forwarded as Earnest Money Deposit in form of Demand Draft drawn in favor of The Oriental Insurance Co. Ltd. payable at Coimbatore.

b. I/We agree (i) that should I/We fail to commence the work specified in the above mentioned memorandum The Oriental Insurance Co. Ltd. shall without prejudice to any other right or remedy be the liberty to forfeit the Earnest Money, otherwise shall be retained by The Oriental Insurance Co. Ltd. towards security deposit mentioned in the above memorandum.

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 Oriental Insurance Co. Ltd. and as per said conditions of the contract.

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

Signature of tenderer with seal

Dated theday of**2018**



Technical Bid

Pre-qualification – Proforma – I

Details of the Contractors for the Purpose of Pre-Qualification

- 1 Name of Proprietors/firm/company
- 2 Address, Telephone No, and Email Address
- 3 GSTIN No
- 4 Year of establishment
- 5 Status of the firm (Company / Firm / Proprietary)
- 6 Name of Directors / Partners/ proprietor(s) (Please
enclose relevant document/deed)
- 7 Whether registered with the registrar of companies /
registrar of firms. If so, mention number and, date.
- 8 Enclosed Solvency Certificate from CA with Brief

Details. **The minimum solvency of the**

Bidder should be Rs.10.00Lacs.

- 9 Whether registered for sales tax purposes. If so,
mention number and date. Also Furnish copies of
sales tax certificate duly certified.

Prequalification Document

Declaration

I/We have read and understood the instructions contained in advertisement appeared indated....., in the web site 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.

Date Signature

Place..... Name.....

Designation.....

Seal of Applicant

Address



Pre-qualification Document

Pre-qualification – Proforma – II

Details of 3 Major similar works executed in the last Seven Years

Sl. 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, Address & Phone No./Mobile No.	consulting Engineer Address, Phone No./Mobile No.
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Note: Above information should be supported by relevant documents.

Place:

Date:

Signature of Contractor with seal

Pre-qualification Document

To

**The Chief Regional Manager,
Oriental Insurance Co Ltd,
Regional Office,
Cheran Tower- III Floor,
No 82, Gov Arts College Raod,
Coimbatore – 641018**

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/We am/are sending you herewith an amount of Rs.....
(Rupees.....
.....Only) as Earnest Money 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/our tender and I/We fail to execute the contract when called upon to do so.

It is understood that the lowest or any tender will not necessarily be accepted and The Oriental Insurance Co. Ltd reserves the right to accept or reject any or all the tenders and that The Oriental Insurance Co. Ltd., is not bound to assign any reason for the same.

I/We agree to keep our offer open for a period of 6 months from the date of opening of tenders.

Thanking you,

Yours faithfully,

(Contractor's signature with seal)

Date:

Place :



Specimen Copy

(Not to be filled. To be executed at the time of award of contract)

Articles of Agreement

Articles of agreement made this the day of **2018**. Between The Oriental Insurance Co. Ltd., having its Registered & Head Office, A-25/27, Asaf Ali Road, New Delhi-110002. (Herein after called the Employer) of one part

AND

M/s having its registered office at
.
. (Here in after called the Contractor) of the other part.

Where as the employer is desirous of getting the “**INTERIOR FURNISHING, ELECTRICAL, ELECTRICAL FITTING, DATA CABLING, PLUMBING WORKS AND SUPPLY OF READYMADE CHAIRS**”- at Branch Office Pollachi done as per this agreement and has annexed drawings, bill of quantities and specifications describing the work to be done are to be prepared by M/s. Design Consultants, Architects and Engineers, Project Management, Interior (here in after called "THE CONSULTANTS") and where as the said drawings as enclosed, the bills of quantities and the specifications etc.

Have been signed by or on behalf of the parties hereto; and where as the contractor has agreed to execute upon and subject to the conditions set forth in schedule – 1 hereto attached (herein after referred to as the condition'), the work shown upon the said drawings and described in the said specifications and included in the said bill of quantities for the sum of Rupees

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the sum of Rs to be paid at the time and in the manner set forth in the said conditions, the contractor will upon and subject to the said conditions execute and described in the said specifications and bill of quantities.
2. The Employer will pay to the contractor the said sum of Rs..... or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The terms The Consultants in the said conditions shall mean M/s. Design Consultants,. architects and engineers, Project Management, or in the event of their ceasing to be the Consultants for the purposes of this contract. Such other persons as shall be nominated for that purpose by the said conditions. Provided always that no person subsequently appointed to be the consultants for the time being.
4. The said conditions, specifications and priced bill of quantities shall be read and construed as forming part of and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions, specifications and priced bill of quantities contained.

As witness our hand the day and year first above written signed by said EMPLOYER.

SIGNATURE OF EMPLOYER

In the presence of witness:

Name :

Address

Occupation

Name :

Address ::

Occupation

As witness our hand the day and year first above written signed by the said Contractor(s):

Signature of Contractor

In the presence of witness :



1

. Name :
Address :
Occupation :

2

. Name :
Address :
Occupation :

Schedule - I

Conditions of Contract:

1. Interpretation Clauses:

a. In constructing these conditions, the specifications, schedule of quantities and contract agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

b. Headings and marginal notes to the conditions of contract shall not be deemed to form part thereof or be taken in to consideration in the interpretation or construction there of or of the contract.

c. Where the context so requires (i) words importing persons include firms and corporations and (ii) words importing the singular only also include the plural and vice versa.

d. Employer shall mean The Oriental Insurance Co. Ltd Consultant: Shall mean M/s. Design Consultants, architects and engineers, Project Management or in the event of their ceasing to a. be Consultant for the purposes of this contract such other person or persons as shall be nominated for that purpose by the Employer subject to such qualifying provisions as may be agreed upon.

e. Contractor shall mean -----
and include his/their legal representatives, permitted assigns, or successors.

f. Site: The site shall mean the site where the works are to be executed as shown with in boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the Contractor's use.

g. The Contract: Shall mean the tender documents comprising the notice inviting tender, form of tender conditions, the drawings and priced bill of quantities with their preamble, the acceptance thereof, and the articles of agreement, together with the conditions of contract

h. with its appendix and special conditions, if any, the specifications referred to in the conditions, designs, drawings and instructions issued from time to time by the Consultants/ The Oriental Insurance Co. Ltd and all these documents taken together are deemed to form one contract and shall be complementary to one another.

i. Bills of Quantities: variously also termed priced bill of quantities, schedule of rates, shall means the schedule of quantities originally furnished with the notice inviting tender, duly priced in by the tenderer and accepted by the Employer for :

j. Inclusion as part of the contract for determining the consideration payable to the contractor for executing the work and as part of the contract agreement it is also referred to as the contract scheduled. Notice in writing or written notice shall mean a notice in written, typed or printed characters sent (Unless delivered personally or otherwise proved to have been received) by registered post to the lastknown private or business address or to the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.



k. Act of Insolvency: Shall mean any act of Insolvency as defined by the presidency towns Insolvency Act. Or the provincial Insolvency Act or any amending such original.

l. Net Prices: If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in a tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the contractor, the total amount of any price cost items and provisional sums of money shall be deducted from the total amount or the tender. The expression "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

m. The works (or the work) shall unless there be something either in the subject or context repugnant to such construction, be considered and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or addition. Wherever the word "works" is used it shall cover "installation" also under the same definition.

n. Executed Risks are risks due to riots (otherwise than among contractors Employees) and civil commotion (in so far as both these are uninsurable war (whether declared or not) invasion, act of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from air craft, acts of God such as earthquake, lightning and unprecedented floods and other causes over which the contractor has no control and accepted as such by the Employer or causes solely due to use of occupation in manner for which the works/installations in respect of which a certificate of completion has been issued or a cause solely due to faulty design of works.

o. Provisional Items shall mean items for which only very approximate quantities have been included in the tender documents.

p. Virtual Completion of works / installations shall mean the substantial Completion of the works / installations in accordance with the contract enabling the employer to take over the same.

2. Consultant/ The Oriental Insurance Co. Ltd Instructions : The contractor shall execute the whole and every part of the work in the most substantial and workmanship like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications, conforming exactly, fully and faithfully, to the designs, drawings, drawings and instructions in respect of the work given by the Consultants/ The Oriental Insurance Co. Ltd and under the directions of and under the supervision of and subject to the approved in all respects by the Consultant/ The Oriental Insurance Co. Ltd who may in their discretion and from time to time issue further drawings, and/or written instructions, directions and/or written instructions, details and explanations which are hereafter collectively referred to as Consultant/ The Oriental Insurance Co. Ltd Limited in regard to:

- a. Variation or modification of the design quality or quantity of works of the addition or omission or substitution of any work.
- b. Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specifications.
- c. The removal from the site of any materials brought thereon by the contractor and the substitution of any other materials therefor.
- d. The dismissal from the works of any persons employed there upon.
- e. The opening up for inspection of any work covered up.
- f. The amending and making good of any defects under clause 19.
- g. The removal and/or re-execution of any works executed by the contractors, on account of defects under clause 18

The contractor shall forthwith comply with and duly execute any work comprised in such Consultants/ The Oriental Insurance Co. Ltd instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Consultant/ The Oriental Insurance Co. Ltd shall if involving a variation, be confirmed in writing by the contractor within seven days by and if not dissented from writing within a further seven days by the Consultants/ The Oriental Insurance Co. Ltd, such shall be deemed to the Consultant/ The Oriental Insurance Co. Ltd instructions within the scope of the contract.

Manner of Execution of work: The Consultant/ The Oriental Insurance Co. Ltd shall be entitled to, direct at what point or points and in what manner the works are to be commenced, and from time carried on. Variation to be approved by Employer : withstanding anything herein contained, Not the or his representative shall not, without Consultant/ The Oriental Insurance Co. Ltd prior concurrence in writing which will result in the Employer having to pay the contractor any additional sum greater than Rs.2,500/- and all such instructions issued to the employer. The contractor shall submit through the Consultant/ The Oriental Insurance Co. Ltd a statement of analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance of the Employer under the terms and clauses 16 hereof shall form asupplementary schedule of quantities.

3. Agreement copies to be supplied : The contract Document shall remain in the custody of the Consultant/ The Oriental Insurance Co. Ltd (Employer) and shall be produced by him at his office asand when required by the Employer/Consultant/ The Oriental Insurance Co. Ltd or the contractor. The contractor on the signing hereof shall be furnished by the Consultant/ The Oriental Insurance Co. Ltd (Employer) free of cost with a certified copy of the agreement and one copy each of all drawings on the works and the Consultants/ The Oriental Insurance Co. Ltd or his representatives shall at all reasonable times have access to the same. Before the issue of the final certificate to the contractor he shall, if so required, forth with return to the Consultant/ The Oriental Insurance Co. Ltd all drawings and specifications.



4. The contractor to provide everything necessary: 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 amounts shall except as otherwise provided cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

The contractor shall provide at his own cost all materials (except such, materials if any, as may in accordance with the contract be supplied by the Employer) machinery, plant, tools, appliances, implements, ladders cordage, tackle, scaffolding, in fact everything necessary or proper for the proper execution of the work, whether original, altered or substituted according to the true intent and meaning of the or substituted taken together whether the same may or may not be reasonably inferred there from, and if the contractor finds any discrepancy in the drawings, or between the drawings, schedule of quantities and specifications, or between the drawings, schedule of quantities and specifications, he shall immediately and in writing refer to the Consultant/ The Oriental Insurance Co. Ltd who shall decide which is to be followed, subject to:

- i. Anything shown or contained in any one or other of
(a) the drawings. (b) Specifications and (c) the contract schedule and not shown in the others shall be equally binding as if it were contained in each of them.
 - ii. Figured dimensions are to be followed in preference to the scale, and large scale details in preference to small scale drawings.
 - iii. The following orders of preference shall apply :
 - a) The drawings, (b) specifications, covered by bill of quantities, (c) Technical specifications.
5. a. Contractor to confirm to legal regulations : The contractor shall confirm to the provisions any Act of the Legislature relating to the works and to the regulations and Bye - laws of any authority and if any water, lighting and other companies and/or authorities with whose system the structure is proposed to be constructed, and shall , before making any variations from the drawings or specifications that may be necessitated by so conforming give to the Consultant/ The Oriental Insurance Co. Ltd written notice, specifying the variation proposed to be made and the reason for it, and apply for instructions thereon. In case the contractor shall not within ten days receive such instructions he shall proceed with the work, confirming to the provisions, Regulations or bye-laws in question and any variations so necessitated shall be dealt with under clause 12 & 16.

The contractor shall bring to the attention of the Consultant/ The Oriental Insurance Co. Ltd all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority , or to any public office all fees that may be

properly chargeable in respect of the works and lodge the receipts with the Consultant/ The Oriental Insurance Co. Ltd

The contractor shall indemnify the Employer against all claims in respect of patent rights and shall define all actions arising from such claims to and himself pay all royalties, license fee, damage, cost and charges of all and every sort that may legitimately be incurred in respect thereof.

The Employer is entitled to deduct all taxes and rates as per existing laws and rules, from any money due or that may become due to the contractor.

b. The contractor shall indemnify the Employer from and against all claims, demands, proceedings damages, or to which it may put by reason not confirming to or complying with any of the provisions or requirements of any act or sanction, central or state, rules, regulations, Bye-laws of local authorities, panchayats, collector or any other companies relating to or in water, light or other amenities at the site.

6. Contractor Responsible for setting out work : The contractor shall on the basis of dimensioned drawings and information necessary for the purpose furnished by the Consultants/ The Oriental Insurance Co. Ltd set out the works on site at his own expense and responsible for the correctness of the positions, levels, dimension and setting out by the representative of the consultant or of the Employer shall not in any way he shall amend at his own cost and to the satisfaction of the Consultant/ The Oriental Insurance Co. Ltd , any error in the setting out or consequential to wrong setting out, found at any stage during the progress of the work or during the defects liability period after completion of the work.

7. (i) The contractor shall maintain at the site comprehensive registers, posted up-to-date, showing the nature of the materials/articles/goods their identification marks, dates and the results of the tests, etc. such registers shall be got countersigned by the representatives of the Consultant/Employer at site and extracts from the Consultant and the Employer. The form of the registers shall be mutually set.

7. (ii) The costs of the sets and of the materials and labour and equipment if any, involved in the testing operations shall be borne by the Contractor in all cases except as otherwise provided for in the contract.

8. Supervision by Contractor : The contractor shall give all necessary personal superintendence during the execution of works, and thereafter as long as the Consultants / The Oriental Insurance Co. Ltd may consider necessary until the expiration of the "Defects Liability Period" satisfied in clause 19 herein. The contractor shall also during the whole time the works are in progress, employ a competent and qualified representative whose name shall be approved by the Consultant/ The Oriental Insurance Co. Ltd and who shall be Consultancy in attendance at the works while the men are at work. Any directions, explanations, instructions, or notices given by the Consultant/Employer to such representative shall be held to have been given to the contractor. If the contractor fails to appoint and keep on the works a competent and qualified representative as aforesaid the Consultant/ The Oriental Insurance Co. Ltd shall have powers to suspend the works till such time a competent qualified



representative as aforesaid is posted and the contractor shall not be entitled to claim extension of time on the plea of such suspension of the works.

9. Dismissal of workman: The contractor shall on the request of the Consultant /Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the person shall not be again employed on the works without the permission of Consultant/Employer.

10. Access to works: The Employer, the consultant and his respective representatives shall at all reasonable times have free access to the works and /or to the workshops, factories or other places where materials are lying or from which they are being obtained and his respective representative, all reasonable facilities necessary for inspection and examination and tests of the materials and workmanship. No person unauthorized by the Employer or the consultant except the representatives of public Authorities shall be allowed on the works at any time.

11. Work not to be sublet: The whole of the works included in the contract shall be executed by the Contractor who shall not directly or indirectly transfer, assign or sublet the contract or any part share thereof or interest therein without the written consent of the Employer, and no undertaking shall relieve the contractor from active superintendence of the works during their progress. May require, in accordance with such notice and carry out the amended work on the same conditions in all respects on which he agreed to do the main work, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from or substitutions in the works or any deviation from any of the provisions of the contract stipulations, specifications or contract drawings without the previous consent in writing of the Consultant/ The Oriental Insurance Co. Ltd and the value of such extra, alteration, additions or omissions or substitutions shall in all cases be determined by the Consultant/ The Oriental Insurance Co. Ltd with the prior approval in writing of the Employer in accordance with the provisions of Clause 16 hereof, and shall be added to or deducted from the contract amount accordingly.

12. 2 The supply and execution of any part of the carrying out of any works incidental to the execution of any item or class of work shown in the schedule of quantities shall not constitute a variation entitling the contractor to extra paying providing that the said item or class of work cannot be executed satisfactorily according to the true intent and meaning of the drawings and specifications without the said part thereof or the said work incidental thereto whether the same may or may not be particularly shown or described in the drawings, specifications and schedule of quantities and provided the same may be reasonably inferred thereof.

12.2.1 The time for completion of work shall, in the event including authorized variations result in an addition to the contract sum in excess of 10% be extended on payment by the contractor as follows:

i. In the proportion which the total executed contract value including authorized variations bears to the original contract value, the certificate of the consultant/ The Oriental Insurance Co. Ltd being conclusive as to such proportion:

ii. 25% of the additional time calculated by way of i) above or such further time as may be considered to be reasonable by the consultant/ The Oriental Insurance Co. Ltd.

12.3 Similarly, the changing the position of the work from one to another or to a more difficult position than shown in the drawings or described in the specifications or the contract schedule, or the carrying out of work under circumstances not contemplated in the specification or the contractor to extra payment.

13.a No compensation for alteration in or restriction of work : If at any time after the commencement of the work the Employer for any reason whatsoever does not require the whole or part or parts thereof as specified in the tender to be carried out, the Consultant / The Oriental Insurance Co. Ltd shall give notice in writing of the fact to the contractor who shall not claim for any compensation whatsoever on account of any profit which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out. Nor shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve curtailment of the work originally contemplated.

13. b Schedule of quantities on standard of measurement: The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement

14. Errors in Bill of Quantities: No error in description or in quantity or by way of omission of items from the schedule of quantities shall vitiate this contract but shall be rectified and the value thereof as ascertained under clause 16 herein shall be added to or deducted (as the casemay be) from the contract amount provided that there shall be no rectification of errors in the contractor's schedule of rates.

15. Measurement of works: The Consultant/ The Oriental Insurance Co. Ltd may from time to time intimate to the contractor and the Employer that he required the works to be measured, the contractor shall fore with attend or send a qualified agent to assist the Consultant/ The Oriental Insurance Co. Ltd or the Consultant/ representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required either of them.

Provided that the contractor shall give notice of not less than ten clear days to the Consultant/ The Oriental Insurance Co. Ltd or his representative in charge of the work before covering up or placing beyond the reach of measurement any work in order



that the same may be measured and correct dimensions thereof be taken before the same is covered or placed beyond reach of measurement any work without the consent of the Consultant/ The Oriental Insurance Co. Ltd and his representative in ten days inspect the work and cause the measurements to be made if, any work be so covered up without the consent of the Consultant/ The Oriental Insurance Co. Ltd or his representative-in- charge of the work, the same shall be uncovered at the contractor expense, or in default thereof no payment or allowance shall made for such work or materials with which the same was executed.

Should the contractor not attend or neglect or omit to send such agent then the measurements taken by the Consultant/ The Oriental Insurance Co. Ltd or person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Indian Standard Method of Measurement, unless otherwise provided for elsewhere in this contract.

The contractor or his agent may at the time of measurement taken such notes and details as he may require. All authorized extra works, omission and all variations made without Consultant/ The Oriental Insurance Co. Ltd knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurement.

16. Price of variation: The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:

- a. The net rates or prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein. The extra work shall not exceed 15% of the total contract value.
- b. If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of the rates given in that schedule for similar items. For the purpose of such derivation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis for the extra altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near substantiated by purpose bills/vouchers shall be adopted. Using factors and constants for quantum's of material labor, T & P and sundries from NBO/CPWD, standard PWD data/analysis in the order. When called upon to do so the contractor shall submit the required purchase bills/vouchers.
- c. In respect of a contract which incorporates more than one schedule the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution(deviation) occurs, shall be taken as the lowest applicable rate in the other schedule similarly, in case (ii) above, if similar or near similar

items cannot be found in the schedule pertaining to the work which the addition, alteration or substitution(deviation) occurs, similar or near similar items from the other schedules shall be adopted.

In the case of additional, altered or submitted (deviate) work for which rates cannot reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices substantiated by purchase bills/vouchers, using factors and constants for quantum's of material, labour, T&P and sundries from NBO/CPWD/Standard materials, labour, T&P and sundries from NBO/CPWD/Standard PWD/data analysis in the order thus written, adding 15% towards profits and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers, to the Consultant/ The Oriental Insurance Co. Ltd.

d. The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additions, altered or substituted (deviated) work and whether the said rates cannot be derived from similar or near to similar items in the contract schedule will be decided by the Consultant/ The Oriental Insurance Co. Ltd.

e. In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principals enunciated and the Consultant/ The Oriental Insurance Co. Ltd after scrutinizing the analysis and other paper furnished, will allow such rates as he considers reasonable.

g. Where extra work is of such a nature that it cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender or the period schedule of quantities or , if not stated, then in accordance with the minimum local day work rates and wages for the district, notified by the concerned authority, provided that in either case if required by the Consultant/ The Oriental Insurance Co. Ltd vouchers, muster rolls and other documents required for proper verification of the labour employed and the materials developed on the said work and the cost thereof be delivered to the Consultant/ The Oriental Insurance Co. Ltd or his representatives at or before the end of the week following that in which the work has been executed. The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the Consultant/ The Oriental Insurance Co. Ltd The margin to be allowed on actual costs to the contractor towards profits and overheads shall be 15%.

h. Deviation Limit : It is the value of which the total executed contract value including authorized variation in excess of the original contract value, expressed as a percentage and shall be adjusted on the sum total of all additions, omissions, reductions, alterations or substitutions (deviations) covered by authorized variations under clause 2 and 13 of the conditions of contract. The values of prime cost sums shall not be included in calculating the above percentage.

i. There shall be no escalation in the price once the price is fixed and agreed by the company with the contractor, but the contractor should agree to pass on to the company any benefit arising out of any subsequent reduction in the price due to reduction in duties and levies so after the prices are fixed, but before delivery of the goods.

17. Unfixed Materials: Wherein any certificate (of which the contractor has received payment) the Consultant/ The Oriental Insurance Co. Ltd has included the value of any



unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Consultant/ The Oriental Insurance Co. Ltd . The contractor shall be liable for any loss or damage to such materials.

18. Removal of Improper work, material, etc., : The Consultant/ The Oriental Insurance Co. Ltd shall, during the progress of the work, have full powers to order in writing from time to time, removal from the works within such reasonable in the opinion specified in the order, of any materials which in the opinion specified in the order, of any materials which in the opinion of the Consultant/ The Oriental Insurance Co. Ltd are not in accordance with the specifications or the instructions of the Consultant/ The Oriental Insurance Co. Ltd or do not confirm to approved samples, the substitution of the rejected materials by proper other materials, and the removal and proper re-execution of any work executed with unsound, imperfect or skilled workmanship or with materials not in accordance with the contract, notwithstanding that the same may have been passed or certified or, and paid for and the contractor shall fore with carry out such order at his own cost.

In case of default on the part of the contractor to carry out such order, the Employer shall have the power to being answerable or accountable for any loss or damage that may happen or arise to such materials removed and all expenses consequent on or incidental thereto as certified by the Consultant/ The Oriental Insurance Co. Ltd shall be borne by the contractor, or may be deducted by the Employer from money due or that may become due to the contractor.

In lieu of re-execution of any work not in accordance with the contract Consultant/ The Oriental Insurance Co. Ltd of may in their option allow it to remain but will allow for such work reduce rates. The decision of Consultant/ The Oriental Insurance Co. Ltd to exercise his option in this regard and the quantum of reduction to be made in the rate for the item in question shall be final and binding on the contractor.

19. Defects Liability Period: Any defect, shrinkage, settlement or other faults which may appear within the Defects Liability Period stated in the appendix hereto or if none so stated, within 12 months after the virtual completion of the works arising in the option of the Consultant/ The Oriental Insurance Co. Ltd and within such reasonable time as shall be stated therein specifying the work, materials or articles complied of notwithstanding that the same may have been passed or/and certified, paid for, be amended and made good by the contractor, at his own proper charges and cost and incase of default. The Employer may employ and pay other person or persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages loss and expenses shall upon the Consultant/ The Oriental Insurance Co. Ltd certificate in writing be recoverable from the contractor by the Employer or may be deducted by the Employer from

any money due or that may become due to the contractor or the Employer may in lieu of such amending and making and by the contractor deduct from any money due to or that may become due to the contractor a sum to be determined by the Consultant/ The Oriental Insurance Co. Ltd equivalent to the cost of the amending and making good such work and in the event of the amount retained under clause 27 being insufficient, recover the balance from the contractor, together with any expenses the Employer may have incurred in connection therewith, should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Consultant/ The Oriental Insurance Co. Ltd /Employer as provided in clause 11 the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the contractor himself and been subject to the provisions of clause 2 thereof. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Consultant/ The Oriental Insurance Co. Ltd of any certificate including the final certificate, or the passing of any accounts.

20. Completion certificate: The works shall not be considered as completed until the Consultant/ The Oriental Insurance Co. Ltd has certified in writing that they have been virtually completed and the defects liability period shall commence from such certified date of virtual completion of work. Within ten days of the completion of work, the contractor shall give notice of such completion to the Consultant/ The Oriental Insurance Co. Ltd shall inspect the work and if there is no defect in the work shall furnish the contractor with certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduced rates, shall be issued but no certificate of shall the work considered to be complete until the work as executed, all scaffolding, surplus materials, rubbish and cleaned off the dirt from all woodwork, doors, windows, walls, floors or other parts of any building, in upon or about which the work was executed, or of which he may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the Consultant/ The Oriental Insurance Co. Ltd . If the contractor fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, original or extended in terms of clause 24 herein, the employer after issuing due notice may at the expense of the contractor remove, such scaffolding, surplus materials and rubbish, etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. and the expense, if any, so incurred may be recovered from any money due or that may become due to the contractor by the Employer.

21. Contractor Liable for Damage done:

21.1. The contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to the property which may arise from the operation or neglect of himself or if any nominated sub-contractor's employee whether such injury of damage arise from careless, accident or any other cause whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter- alia, any damage to building, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as all damage caused to the buildings and works forming the subject of this contractor by frost or other inclemency of weather. The contractor shall indemnify the



employer and hold him harmless in respect of all and any acts of Government or otherwise and also in respect of any awards of compensation or damages consequent upon such claims.

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

21.3 The contractor shall indemnify the employer against all claims which may be made against the employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with an approved insurer a policy of insurance in the joint names of the employer and contractor against such a risks and deposits such policy or policies with the employer from time to time during the currency of this contract. The contractor shall also similarly indemnify the employer against all claims which may be made upon the employer whether under the workmen's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or sub-contractor and shall at his own expenses effect and maintain, until the virtual completion of the contract, with an approved insurer a policy of insurance in the jointnames of the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of the contract.

The contractor shall be responsible for anything which may be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the employer in respect of any costs, charges or expenses arising out of claim or proceeding and also in respect of award of compensation for damage arising there form.

The Employer with the concurrence of the consultant/ The Oriental Insurance Co. Ltd shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become due to the contractor.

22. Responsibility for safety of building: The contractor shall be responsible for the safety of the works (including the materials, temporary buildings and plant) until they are taken over by the employer and they shall stand at their risk, and be in the sole charge of the contractor, who shall be responsible for and must with all possible speed make good all damage from whatever cause.

a. Insurance of the works: The contractor shall within 7 days from the date of commencement of the work insure the works at his cost and keep them insured until one month after the works are taken over by the Employer or three months after the date of completion whichever is earlier against laws or damage by fire and unusual risks other than fire against which insures generally provide cover in a **CONTRACTORS ALL RISK**

POLICY, with names of the employer and contractor (the name of former being placed first in the policy), for the full amount of the contract. Such policy shall cover the property of amount of the employer only and Consultant and surveyor's fees for assessing the claim and in connection with his services generally in re-instatement sub-contractor or employee.

The contractor shall deposit the policy and receipts for the premium paid with the consultant within a week of the date of commencement of the work unless otherwise instructed by the consultant/ The Oriental Insurance Co. Ltd . In default of the consultant/ The Oriental Insurance Co. Ltd on his behalf may be due or that may become due to the contractor. The contractor shall as soon as claim under the policy is settled, or the work reinstated by the insurers should they elect to do so, proceed with all due diligence with the completions of the works in the same manner as though the fire or other such risk had not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extension of time for completion as the consultant/ The Oriental Insurance Co. Ltd decides.

23. Liquidated damages: If the contractor fails to complete the works by the date stated in the Appendix or within any extended time under clause 24 herein below the contractor shall pay or allow the employer the sum named in the appendix as "Liquidated damages" for period during completion of the work as defined in the contract, and the employer may deduct such damages from any money due or that become due to the contractor.

24. Extension of time: If the contractor shall desire more time for completion of the work on the grounds of his having been unavoidably hindered by such causes as

25. (a) force majeure or
(b) any exceptional inclement weather or
(c) proceedings taken or threatened by or dispute with adjoining or neighboring owners or public owners or public authorities arising otherwise than through the contractors or
(d) the work or delays of other contractors or the consultant/ The Oriental Insurance Co. Ltd and not referred to in the schedule of quantities and or specifications or (e) strike or lockout affecting any of the building trades or directly the work or (f) delays in the supply of materials stipulated to be supplied by the employer or any other valid ground, he shall apply in writing to the consultant/ The Oriental Insurance Co. Ltd within 15 days of the date of such hindrance an account of which he desires such extension as aforesaid and the consultant/ The Oriental Insurance Co. Ltd , if in his opinion reasonable grounds have been shown thereof, may with the previous approval in writing of the employer make a fair and reasonable extension of time for completion of contract works, but the contractor shall nevertheless constantly use his Endeavour's to prevent delay and shall do all that may reasonable be required of him to proceed with the work expeditiously provided.



- a. That the contractor shall have no claim other than extension of time for the delay in completion of the work due to such hindrance and
- b. That the contractor shall suspend the works whenever called upon to do so in writing by the consultant/ The Oriental Insurance Co. Ltd and shall be allowed reasonable extension of time for completion of work due to such suspension of work and nothing else.
25. Failure of contractor to comply with consultant/ The Oriental Insurance Co. Ltd Instruction: If the contractor, after receipt of written notice from the consultant/ The Oriental Insurance Co. Ltd requiring compliance within a week fails to comply with such further drawings/and/or consultant/ The Oriental Insurance Co. Ltd instructions, the employer may employ and pay other persons to execute any such work whatsoever necessary to give effect thereto, and all costs incurred in connection there with shall be recoverable from the contractor by the employer on the certificate of the consultant/ The Oriental Insurance Co. Ltd as a debt or may be deducted by him from any money due or to become due to the contractor.
26. Termination of contract by Employer: If the contractor being an individual or a firm commits any “Act of Insolvency”, or company shall have an order for compulsory..... voluntarily or be subject to the supervision of the court and of official assignee or the liquidator in such acts of insolvency or winding up, as the case may be and shall be unable within 7 days after notice to him requiring him to do so, to show to the reasonable satisfaction of the consultant/ The Oriental Insurance Co. Ltd that he is able to carry out and fulfill the contract and to give security therefor, if so required by the consultant/ The Oriental Insurance Co. Ltd . OR if the contractor (whether an individual, firm of incorporated company) shall suffer execution to be issued. Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor. OR shall assign or subject this contract without the consent in writing of the employer first obtained. OR shall charge or encumber this contract or any payments due or which may become due to the contractors there under; OR if the consultant/ The Oriental Insurance Co. Ltd shall certify in writing to the employer that the contractor.
- i. Has abandoned the contract, or
- ii. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
- iii. Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving the consultant/ The Oriental Insurance Co. Ltd notice to proceed, or
- iv. Has failed to remove the materials from the site or to pull down and replace work for seven days after receiving from the consultant/ The Oriental Insurance Co. Ltd written notice that the said materials or work were condemned and rejected by the consultant/ The Oriental Insurance Co. Ltd under these conditions, or
- Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or

vi. Has to determine of good workmanship or without the consent if writing of the employer sublet any part of the contract.

Then and in any of the said causes the employer may not withstanding any previous waiver, after giving in writing to the contractor, determine the contract seven day's notice but affecting the powers of the Consultant/ The Oriental Insurance Co without thereby Ltd or the and of the contractor the whole of which shall obligations liabilities continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or behalf of the contractor. And further the employer by his agents or servants may enter upon and take possessions of the works and all plant, tools, scaffolding, sheds, machinery, steam or other power utensils and materials laying upon the premises or the adjoining lands or roads, and use the same as his own property or may deploy the same by means of his own servants and workmen in carrying on and completing the works or by employing other contractor or persons to complete the work and the contractor shall not in any way interrupt do not act, matter, or thing to prevent or hinder such othercontractor/s or other person or persons employed for completing and finishing or using the materials as soon thereafter as convenient the Consultant/ The Oriental Insurance Co. Ltd shall give notice in writing to the contractor to remove his surplus materials and plant, and should be contractor fail to do so within a period of 14 days after receipt thereof by him the employer shall be entitled to sell the same by public auction and give credit to the contractor for the amount realized.

The contractor's account shall also be credited with the amount that would have been payable to him, for uncompleted work (completed by the Employer through other contractor/s or person as aforesaid) in terms of his agreement as if the contractor had not been determined and he (the contractor) had continued to execute the work to it completion. The actual gross expense to the employer including incidental charges in completing the uncompleted work through other contractor/s or person or persons shall be debited to the contractor's accountant if it be not less than the credit for the uncompleted work as above referred if however, the said debit to be made less than the said credit then the amount to be debited shall be less than the said credit, then the amount to be debited shall be equal to the value of the credit given as above referred.

The consultant/ The Oriental Insurance Co. Ltd shall thereafter ascertain and certify in writing what (if anything) in the final accounting is due to payable to the contractor for the sale of the surplus materials and plant and loss the employer shall have been put any owing, to the contractor and vice versa, and the certificate of the Consultant/ The Oriental Insurance Co. Ltd in this regard shall be final and conclusive between the parties.

27.Certificate and payment: All bills in triplicate shall be submitted by the contractor along with detailed measurements of the work completed at site provided that at least 30% of the work of the accepted value of the tender has been completed at site by the contractor. The consultant shall check/take the measurements or cause the measurements to be checked/taken for the purpose of having some to be verified and to the extend work has been executed in accordance with the contract, issue interim certificate and the employer shall make payment to the contractor on the basis of such certificates within the period specified for honoring



interim certificates (in the appendix to the conditions of the contract) subject to retention of SD at the percentage marked in the said appendix till the whole SD is collected. During the tenure of this contract, only two bills shall be accepted. The first bill shall be as per interim certificate as above and the second bill shall be the Final bill as detailed under.

And when the works have been virtually completed and the Consultant/ The Oriental Insurance Co. Ltd shall have certified in writing that they have been so completed, the contractor shall submit the final bill in respect of the contract work within one month thereafter and in accordance with the certificate to be issued by the Consultant/ The Oriental Insurance Co. Ltd payment shall be made by the employer with in the time named in the appendix as “Instalment after virtual completion”. And the contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the Consultant/ The Oriental Insurance Co. Ltd after the expiration of the period to as “the defects liability period” in the appendix hereto from the date of virtual completion or as soon after the expiry of such period as the works shall have been finally completed and all made good according to the true intent and meaning thereof whichever shall last happen. Provided always that the issue by the consultant/ The Oriental Insurance Co. Ltd of any certificate during the progress relive the contractor from his liability in case of fraud, dishonesty, or fraudulent concealment relating to the works or material or to any matter dealt with in the certificate and in case of all defects and insufficiencies in the work or materials which is reasonable examination would not have disclosed. No certificate of the consultant/ The Oriental Insurance Co. Ltd shall it self be conclusive evidence that any work or materials to which it relates are in accordance with the contract neither will be contractors have a claim for any amounts which the consultant/ The Oriental Insurance Co. Ltd might subsequently be discovered as not payable and in this respect the employer’s decision shall be final and binding.

The Consultant/ The Oriental Insurance Co. Ltd shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction. The Consultant/ The Oriental Insurance Co. Ltd , may, in any certificate make any correction in any previous certificate which shall have been issued by him. No certificate of payment will be issued by the Consultant/ The Oriental Insurance Co. Ltd if the contractor fails to insure the works and keep them insured till the issue of the virtual completion certificate of payment may be refused if the contractor fails to execute the formal agreement within two weeks of his being called upon to do so.

28. Security Deposit / Retention moneys bear no interest: Return money/security deposit, or the balance of it available with the employer, shall be refunded to the contractor in the manner specified in the Appendix to the conditions of contract and shall bear no interest whatsoever until the date of its return, notwithstanding any provision to the contrary elsewhere in this contract.

29. Matters accepted from Arbitration: The decision, opinion, direction certificates (except for payment) with respect to all or any of the matters under clauses 2,4,7,9, 12,16, 18,19,24,26 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Consultant/ The Oriental Insurance Co. Ltd or any refusal of the Consultant/ The Oriental Insurance Co. Ltd to give any of the same shall be subject to the right of Arbitration and review in the same way in all respect (including the provisions as to opening the reference) as if it were a decision of the Consultant/ The Oriental Insurance Co. Ltd under the following clause.

30. Arbitration Clause:

i All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance

Right of technical scrutiny of final bill: The employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstract etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been over paid or over certified it shall be lawful for the employer to recover the sum. thereof on this contract or the rights touching or concerning the works or the execution or maintenance operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract or after determination, for closure or breach of the contract to the contract either of them and to the appointing authority who shall be appointed for this purpose by the employer (The Oriental Insurance Co. Ltd) be referred for adjudication to a sole arbitrator to be appointed as herein after provided.

ii For the purpose of appointing the sole arbitrator referred to above, the appointment authority will send within thirty days of receipt by him of the written notice aforesaid to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

iii The contractor shall on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the appointing authority within thirty days of receipt of him of the names. The appointing authority shall there upon without any delay appoint the said person and the sole arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified, the appointing authority shall make the selection and appoint the selected person as the sole arbitrator.

iv If the appointing authority fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the appointing authority a panel of three names of persons who shall be unconnected with either party. The appointing authority shall on receipt by him of the names as aforesaid select any one of the persons



named and appoint him as the sole person and appoint him as the sole arbitrator within 30 days of receipt by him of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the appointing authority.

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

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

vii The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

viii The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

ix The arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

x The fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half by each of the parties. The costs of the reference and of the award including the fees, If any of the arbitrator who may direct to and by whom and in what manner, such costs or any part there of shall be paid and may fix or settle the amount of costs to be paid.

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

xii Subject to aforesaid the provisions of the arbitration Act 1940 or any statutory modifications or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceedings under this clause.

Right of technical scrutiny of final bill: The employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstract etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been over paid or over certified it shall be lawful for the employer to recover the sum.

31. Apprentice Act: The contractor shall comply with the provisions of the Apprentice Act 1961 and the Rules and Orders issued thereunder from time to time. Failure to do so will amount to a breach of contract and the employer may in his discretion terminate the contract. The contractor shall also be liable for any or other liabilities arising on account of any violation by him of the provisions of the Act.
32. When Contractor Dies: Without prejudice to any or remedies under this contract, if the
33. contractor dies, the employer shall have the option of terminating the contract and the contractor would be compensated to the extent of work done and duly certified by the consultant/Architect. & Employer.
34. General Indemnity :The contractor shall indemnify the employer from and against all claims, demands, proceedings, damages, costs and expenses which may be brought or made against employer or to which it may be put by reason of the contractor not conforming to or complying
35. With any of the provisions or requirements of any Act or Status, Central or State, Rules, Regulations, Bye laws of Local Authorities, Panchayat, Collector or any companies relating to or in connection with the works or to labour or for supply of water, light or other amenities at the site.

TERMS AND CONDITIONS

36. Unless otherwise stated all works are measured not as fixed in place with no allowance for lapse and waste.
37. Any damage to the work before the building is handed over is to be replaced or made good at the contractor's expense to the entire satisfaction of the Engineer.
38. Income tax as well as Sales Tax as applicable shall be deducted at source as per the I.T. Act / rules.
39. The quantities indicated are subjected to change. The payment of the bill will be made as per actual measurement at site and will be certified by the Architects and cleared by the office.
40. The Engineer or any Officer of the Company will be free to inspect work at the site during period of execution. Any suggestion of change of modification to improve the quality of the work and the general decor will be carried out without any objection, by the contractor.
41. In case of failure to take up the work even after accepting the work order or leaving The work incomplete, or for defective work unless rectified, or for violation of the terms and condition, the earnest money deposit will be forfeited.



42. Any clarifications on the design and drawings may be sought from the office of the consulting Architect, S.VIJAY ANAND., M/s. DESIGN CONSULANTS, 1281, TRICHY ROAD, COIMBATORE – 641018, PHONE : 2301246. from 11.00 A.M. to 2.00 PM on working days.
43. For any item of work not covered above or any unforeseen items of work, payment Will be made according to the rates as approved for similar nature of work and costing done by the Engineer, or as per the current PWD schedule, or as per the analysis of material costs by the approved Architect.
44. The tenderer shall sign each and every page of the tender documents including the drawings attached hereto.
45. The amount to be quoted in figures as well as in words. Incase the rates quoted in Words and figure are at variance, the amount written in words will be taken as final.
46. The contractor shall make own arrangement at his own cost for storing material, plant, tools etc.for which Company will not be liable for security of the contractor's materials.
47. The client / Architect reserves his right to accept or reject any tender without Assigning any reasons whatsoever and the said decision shall be final, conclusive and binding upon the tenderer.
48. The Engineer in charge may without prejudice to his right against contractor, with respect to any delay or interior workmanship or otherwise or to any clients or otherwise in respect of any breach of the Contractor, the Engineer in charge may have the power to determine or rescind the contract without furnishing any reason thereof.
49. The engineer in charge shall have the power to insist on the contractor to submit the sample / colour / test certificate from any Govt. Authorized agent of any material to be used in the work where the expenditure is to be borne by the contractor.
50. Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other persons in the employment of the contractor or subcontractor.
51. On completion of the work all rubbish debris, vats, materials structures, plants, tools, labourers, workmen etc. to be removed / shifted by the Contractor from the site and the contractor will hand over the site making fresh clean and clear in usable condition within seven days. Failing which the employer may shift the materials at the cost of the Contractor for which the Employer will not be responsible for any of the above by any means.
52. The tender shall remain valid for a period of 6 months from the date of opening of the tender.

53. All alteration made while filing the tender must be attested with the initials of the Tenderer over rating of figures is not permitted.
54. Time should be considered as essence of the contract. In case of non-completion or delay in completion of work or removal of defects in time. The employer shall be free to appoint another agency to get the job at the contractor's risk and cost. For every one days delay beyond the stipulated time the contractor has to compensate the Company with payment of **Rs.1200/- per day.**
55. The Contractor shall take the measurement with Architect's representatives and Furnish all particulars and assistance in taking such measurements and calculations.
56. The Contractor shall submit one bill including the final bill. The earnest money Deposit (EMD) will be released WITHOUT ANY INTEREST on submission of the final bill.
57. Final payment of the bill of the contractor will be made after the necessary completion certificate is issued by the Architects.
58. The rates quoted in the tender shall include all charges of any tools and plants, railway, freight, labour conditions and fluctuations in the rates, sales tax, excise duty, and other taxes and shall be firm for the duration of the contract. No escalation in the rates will be allowed under any circumstances, time should be considered as the essence of the Contract.
59. 5% of the total value of work will be retained as retention money from contractors' bills, which shall be released without any interest.
60. In case of any dispute, the matter will be referred to the Chief Regional Manager, Oriental Insurance Co Ltd, (Regional Office) Coimbatore.
61. For litigations, if any arising thereof, the competent court at Coimbatore alone will have jurisdiction.
62. Quantities considered in the BOQ are approximate. Intending bidder should visit the Site and assess the nature of work and quantities before submitting the tender. Contractor's bill is payable based on the actual quantity of each item of work as per the tender approved rate based on the certificate of our Architect, M/s Design Consultants.
63. GST/Service tax to be paid by vendor as per government norms. No additional Amount (for transportation/labour charges etc.) is payable for carrying out the work at Any location in Coimbatore Zone.
64. In case of any additional item, extra item of work to be carried out, prior written Approval of the same to be obtained from our Regional Office, premises Dept.



65. Tender submitted without Initial Security Deposit/ EMD as per the tender and that received after the last date and time of submission at our Regional Office, Coimbatore will be summarily rejected.
66. Company reserve the right to award the work in full or in parts or delete fully or Partially any item of the tender.

**Technical Specifications and Special Conditions in relation to
Interior Works, Air-conditioning & Electrical Works**

Safety Code

1. The contractor shall maintain in a readily accessible place "FIRST AID APPLIANCES" Including adequate sterilized dressings and cotton wool.
2. The injured person shall be taken to public Hospital without loss of time, in case where the injury necessitates hospitalization.
3. Suitable and strong and scaffolds should be provided for workmen for all works that cannot safety be done from ground.
4. No portable single, ladder shall be over 9 meters in length. The width between the side rails shall not be less than 30cm (clear) and the distance between two adjacent rungs not more than 30 cm. When a ladder is used an extra helper shall be engaged for holding the ladder.
5. 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, the minimum height of which shall be one meter.
6. No floor, roof or any other part of the structure shall be so loaded with materials as to render it unsafe.
7. Workers shall be provided with protective glasses, footwear, headwear and rubber hand gloves wherever required.
8. Those engaged in welding works shall be provided with welder's protective eye and gloves.
9. (i). No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint if dry rubbed and scraped.

10. Overalls shall be supplied by the contractor to the painter and adequate facilities shall be provided to enable the working painters to wash themselves during the period of cessation of work.

11. Hoisting machines and tackle used in the works including their attachments anchorage and supports shall be maintained in perfect conditions.

12. Ropes used in hoisting or lowering materials or as a means suspension Shall be of durable quality and of adequate strength and free from defects.

Special Conditions

1. These specifications are for the work to be done. Items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under the supervision and to the satisfaction of the Consultant/ The Oriental Insurance Co. Ltd .

2. The workmanship is to the best available and of a high standard, use must be made of Specialist“ tradesman in all aspects of the work and allowance must be made in the rates for doing so.

3. The materials and items to be provided by the contractor shall be the best of their respective kinds and as approved by the Consultants/ The Oriental Insurance Co. Ltd in accordance with the samples which may be submitted for approval and generally in accordance with the specifications.

4. Samples of all materials including those specified by name of the manufacturer or the brands, trades name or by the reference to catalogue Nos. are to be submitted to the either orders delivers in the bulk to site. Samples together with their packing are to be provided by the contractor free of any charge and should any materials be rejected, the same will be removed from the site at the expense of the contractor.

5. The contractor is also required to submit specimen finishes of all colours, fabrics, polish shades etc, for approval of the Consultant/ The Oriental Insurance Co. Ltd before proceeding with such works.

6. Should it be necessary to prepare shop drawings, the contractor at his own expense prepare and submit at least four sets of such drawings to Consultant/ The Oriental Insurance Co. Ltd for approval.

7. The contractor shall produce all invoices, vouchers or receipts account of all purchases done by him for materials if called upon to do so either by consultants or the The Oriental Insurance Co. Ltd .

8. The contractor should verify all measurements given in the drawings at the site before commencing the work. Any difference should be clarified with the Consultant before commencing the work.

9. Partition line out shall be done at the site before starting the work and got approved from the Consultants.



10. The contractor shall submit Bar chart (CPM method) for the complete work within one

week of letter of acceptance of tender and get the same approved from Consultant/ The Oriental Insurance Co. Ltd in advance to co-ordinate the work with other agencies.

11. The contractor shall make necessary security arrangements at the site for the safety of his tools, materials and equipment etc, his own cost.

12. GST and any other Taxes will be paid separately.

The rates are firm and no escalation on any account shall be allowed on accepted.

SPECIAL TERMS AND CONDITIONS

Completion period	:	28 days from the day of Contract award.
Date of Commencement	:	Immediate issue of L.O.I. and release of drawings of Stage and your acceptance of order.
Earnest Money Deposit (E.M.D)	:	2% of the estimated project cost
Defect Liability Period	:	Twelve Months from virtual completion of work.
Limit of Variation	:	No extra / additional work should be carried out by the Contractors without prior consent of the Chief Regional Manager, Oriental Insurance Co Ltd / Architect.
Additional Items	:	For the items where unit rate are not available, you shall provide the proper cost break and proceed only after the consent / approval. Any sample to be made shall be at your cost for approval
Validity of tender	:	Six months after opening of tender.
Rules / regulations	:	The Contractor shall have the responsibility of complying with the local shops Establishments Acts, and shall keep all such records / account on payment of wages / attendance as deemed to be necessary.
Arbitration	:	As per the standard arbitration clause under the Jurisdiction of Coimbatore.

Organisation	:	You shall employ competent / qualified supervisor / engineer in charge who shall be responsible for the day to day work and any workmen found guilty of misconduct / theft shall be removed from the site
Insurance	:	Successful contractor shall have to take out insurance Policy / Comprehensive insurance policy for the duration of the work covering all aspects such as fire hazards, earthquake, etc. should be submitted by them to the bank prior to commencement of the work.
Liquidated damages	:	1% of the estimated amount per week. Subject to a maximum of 10%.
Damage to property	:	Any damage to Company property during the working will be recovered from the concerned contractor.
Deduction	:	Income tax at source will be deducted as per norms.
Co-ordination	:	The contractor shall work in close co-ordination with Other agencies to avoid rework / damage and ensure timely completion.

Technical Specifications for Interior Decoration

1. Timber: Hardwood or Teakwood shall be the best wood locally available and should be well & properly seasoned of mature growth free from worm holes, large loose or dead knots or other defects and will not suffer warping, spilling or other defects through improper handling.
2. Teakwood to be either CP or Ballarshah and shall be best quality, free from soft heart, worm & bee holes and other defects.
3. All wrought timber is to be sawn, planned or works to correct sizes and shapes as shown in the drawings. An allowance of 2mm shall be permitted for each wrought face.
4. All wooden members shall be liberally coated and treated with anti-termite paint before fixing.
5. Plywood: Plywood shall be of BWR IS-101 of approved commercial type, make, and brand etc; Thickness of plywood shall be as per details given in the drawings /specifications.
6. Workmanship for joinery: Timbers is to be cut to require size and length and the joinery should start immediately after the line out is finalized. It should be framed up (But not bonded) and stored until required for fixing in position. At this stage it should be bonded and wedged up. Any portion that warps or develops shakes or other defects shall be replaced facing wedging up. The whole work is to be framed and finished in a proper line or level and as detailed in the drawings and fitted with all necessary metal ties, straps bolts, screws.
7. Twinning bonded joints are to be cross tongued with teak tongues.
8. The contractor shall be responsible for providing and maintaining temporary coverage required for the protection of dressed, finished or semi finished works if left unprotected. He



is also to clean out all shavings, cut ends and other wastages from all parts of the work at his expenses.

9. (i) Laminate sheeting shall be of specified thickness, make and either plain, sued, satin or with design finish and samples showing the surface texture and pattern are to be submitted in proper sizes for approval before use.

(ii) The laminates shall be fixed with proper adhesive of approved grade and brand.

10. The contract surfaces of dowels, Tenos, wedges etc, shall be glued with proper adhesive. Where ever joiner and carpentry works is likely to come in contact with moisture the adhesive shall be water proof.

11. Hardware: Shall be of approved make and quality, samples of each and every hardware item should be submitted and got approved before using. This hardware shall generally confirm to following.

12. Butt Hinges: Shall be either brass oxidized or power coated aluminium with pins and washers heavy duty type or as specified.

13. Mortice Locks: six levers.

14. Tower bolts: Brass oxidized or powder coated aluminium.

15. Glass & Glazing: The glass used for glazing shall be plain, complying with IS: 3548 unless otherwise specified.

16. The glass shall be free from any defects such as bubbles, undulations, waves and cracks etc.

17. Painting & Polishing: All materials required for this work shall be of specified and approved manufacturer, delivered to the site in manufacturers containers with seals etc. unbroken and clearly marked with manufacturers name of trademark with a description of the contents and

18. colors. All materials to be stored at the site.

19. All brushes, tools, pots, kettles etc, used in carrying out the work shall be clean and free from foreign matter.

20. Surfaces of the new wood work which are to be painted are to be robbed down. Knotted and stopped to the approval of Consultant/ The Oriental Insurance Co. Ltd.

21. Surfaces of previously painted wood work which are to be repainted shall be cleaned with soap solution of approved solvent to remove dirt, grease etc. Whilst wet the surface shall be flatted down with suitable abrasive and then rinsed down and allowed to dry. Minor area of defective paint shall be removed by scrapping back to a firm edge and the exposed surface touched in with primer as described and stopped with putty. Where the wood mark has been previously painted or polished and is to be newly polished, the same shall be prepared with scrapping, burning off or rubbing down. Surfaces of previously painted metal surfaces which are to be repainted shall be cleaned, flatted down and any rust and loose scale shall be

removed completely by chipping, scrapping and wire brushing back to bare metal and touched in with primer as directed by Consultant.

22. Aluminium sections: Aluminium services shall be factory extruded out of aluminium ingots with smooth finish without any defects like pore, roughness" etc, and shall be accurate in size, shape and weight etc.

23. List of INDIAN STANDARDS referred to :

IS:1200	Method of Measurements of buildings & civil engineering works
IS: 287 1973	Recommendation for maximum permissible moisture Content of timber
IS:1411 1973	Code of practice for seasoning of timber.
IS:3548 1966	Glazing in buildings.
IS: 3845 1966	Code of practice for joints used in wooden furniture.
IS:1137 1965	Specifications for ready mixed paint
IS:113 1950	Brushing matt or egg shell flat/wooden
IS:133 1975	Coating/undercoating/finishing, grey filler etc, for
IS:110 1968	Interiors
IS:129 1950	Paint tinted to various colours, interior, brushing, finishing, oil-gloss

23. Inspection and Testing :

The Consultant/ The Oriental Insurance Co. Ltd shall be entitled at all times at the risk of contractor to inspect and/or test by itself through an independent agency appointed by the Employer to inspect, and/or test all the materials, components, and items of work at the expenses of the contractor. All such tests shall be done as per ISI guidelines and as directed by Consultant/ The Oriental Insurance Co. Ltd

Labour Laws and Rules

The Contractor shall submit the labour report fortnightly to the Architect/Client & maintains relevant records and fulfils all conditions ad requirements in accordance with

- a. The payment of Wages Act.
- b. Employer's Liability Act
- c. Workmen's Compensation Act

Contract Labour (Regulations & Abolition) Act 1970 and Central Rules 1971

- a. Apprentices Act 1961.
- b. Any other Act or enactment relating thereto and rules framed there under from time to time.

The Site Engineer shall refrain from involving himself and the supervisors under him by comments / advice / attempts at mediation in any kind of labour dispute at site. His job is only to report to his superiors any happenings of this sort in an objective manner.

Rates:



1. Quantities mentioned are approximate and payment shall be made on actual measurements.
2. The rate of partitions and wall cladding shall include necessary additional frame work supports wherever required to suite the site conditions or stability of the frames.
3. Rate for doors will include provision of Hardware like hinges, locks, handles, tower bolts, door stoppers etc., of approved design and make.
4. Rates for hardware to include supplying and fixing of necessary matching screws (Brass or powder coated).
5. The rates for provisions of furniture shall include for placing the required furniture in position and protecting from damage until over to The Oriental Insurance Co. Ltd .
6. The rates for all painting and polishing works shall include all preparation of surfaces, sand papering or rubbing down before each coat, all brushes and cleaning materials.
7. After completion of the work the site shall be cleared from all waste, rubble, left over materials etc., and thoroughly cleaned ensuring that all laminates, floorings, walls, furniture surfaces and tops etc., are spotless clean.
8. The aluminium extruded sections shall generally confirm to dimensions given in the drawings and specifications, correspondingly ensuring the minimum weight structure as specified in manufactures catalogue.
9. An allowance of 5% may be allowed for the dimensions of Aluminium sections at the discretion of The Oriental Insurance Co. Ltd /Consultant.

ANNEXURE-10

Undertaking

This is to confirm that we M/s_____ (give full address) have not been blacklisted/left any work abandoned in any of the government department and public sector undertaking / enterprise in India and central Vigilance commission, in last five year before release of advertisement. If the above information found false at any stage after the placement of Purchase/work Order, The Oriental Insurance Co. Ltd., Registered & Head Office, A-25/27, Asaf Ali Road, New Delhi-110002 (hereinafter called Procurement Consultant) will have full right to cancel the Purchase/work Order and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by The Oriental Insurance Co. Ltd , which may be deemed fit at that point of time.

Authorized Signatory