

**E- TENDER**

**FOR**

**PROPOSED**

**CONSTRUCTION OF 8000 MT  
MOLASSES TANK (CIVIL WORK)**

**FOR**

**SHRI SOMESHWAR SAHAKARI SAKHAR  
KARKHANA LTD.**

**AT : SOMESHWARNAGAR, TAL – BARAMATI,  
DIST – PUNE.**



**beri URBAN AND ENVIRONMENTAL PLANNERS LLP,**

102, Fortune House,  
Near Regent Plaza,  
Baner Pashan Link Road,  
Pune – 411 045.  
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**SHRI SOMESHWAR SAHAKARI SAKHAR KARKHANA LTD.SOMESHWARNAGAR,TAL.BARAMATI ,DIST. PUNE  
PIN 412306 TEL NO. 02112-282150 ,282476 ,282477**

**E mail ID – someshwarsakhar@gmail.com**

**E TENDER NOTICE**

Online percentage rate E- tender in B-1 form are invited for the following works from reputed and Experienced Contractors and addressed to the Managing Director, Shri. Someshwar Sahakari Sakhar Karkhana Ltd.Someshwarnagar, Tal. Baramati Dist. Pune. Tender Documents, Qualification information form & BOQ can be downloaded from the website- [eprocurement.synise.com](http://eprocurement.synise.com) Conditional bids will not be accepted.

Name of Work	Estimated Cost Put to Tender In Rs.	Time Limit	E.M.D (RTGS. Only)	Tender Cost (RTGS. Only) (Non refundable)
Construction 8000 MT. capacity Molasses tank foundation.	Rs.66,94,218/- + GST Whichever Applicable	2 Months	Rs.67,000/-	Rs. 5,000/- + GST <u>Rs. 900/-</u> Rs.5,900/-

**TERMS & CONDITION :**

- 1) Details of the work to be carried out alongwith E- Tender forms will be download from 24 /04 /2019 to 18 /05 /2019 on payment of Tender cost ( by RTGS only) on (Bank Details )  
**Bank-Axis Bank Ltd., Branch-Baramati., Current A/C No.135010100152594, IFSC Code-UTIB0000135**
- 2) Time is the essence of the contractor & the work is to be necessarily completed within the specified Time Limit only.
- 3) Civil Contractors who have done similar type of work (Atlest one completed work) will only be eligible for theTender and must produce the Architects & karkhana work done Certificate alongwith E- Tender .
- 4) The contractor should upload the details of his , Past experience, Last Three years Income Tax clearance certificates, and GST Registration.
- 5) The Contractors who is eligible of Rs. 5 crores and above annual turnover and having done similar nature work in sugar factories, (proof of all relevant documents have to be uploaded at the time of e- tender)
- 6) Karkhana reserves the right to reject any or all Tenders without assigning any reason.

Name of work	E Tender available Online		Pre-bid		E Tender Online Submission		Technical & Financial Bid opening	
	From date	Till date	Date	Place	From Date	Till date	Date	Place
Construction 8000 MT. capacity Molasses tank foundation.	24/04/2019	18/05/2019	11/05/2019	Karkhana Office Someshwarnagar. At-12.0 am	18/05/2019	22/05/2019	Will be communicated in advance to all the contractors	Karkhana Office Someshwarnagar

**Managing Director**

**Vice Chairman**

**Chairman**

**Beri Urban and Environmental Planners LLP**

**Architects & Engineers Kolhapur-Pune**

# E-TENDER

Date:

To,

The Managing Director,  
Shree Someshwar SSK Ltd.,  
Someshwarnagar, Tal – Baramati,  
Dist – Pune.

Dear Sirs,

With reference to the E- tenders invited by you, the owner of the premises, for the work of

## **Proposed Construction of 8000 MT Molasses Tank (Civil Work)**

I / We do hereby offer to execute the work under the contract

- i) at the respective rates mentioned in the schedule of Quantities, the cost of which works out to Rs.....
- ii) at.....percent above/below the respective rates mentioned in the Schedule of Quantities, the cost of which works out to Rs.....
- iii) at the rate of Rs.....per square meter of approximate built up area admeasuring .....Sqm., the cost of which works out to Rs.....
- iv) .....

I/We have examined and studied carefully all the Drawings, Schedule of Quantities, Specifications, Conditions of Contract, special conditions of contract (Appendix) and minutes of pre-bid meetings and I / We agree to comply with them. I / We agree to complete whole of the Work within..... calendar months from the date of getting possession of the site. I / We have deposited as earnest money, an amount of Rs..... in your office by RTGS, which amount is not to bear any interest for ninety days. I / We do hereby agree that this sum be forfeited in the event of the Employer accepting my / our tender and I / We fail to start the work under the contract, and execute the contract documents when called upon to do so.

Names of partners of the firm

Yours faithfully

.....  
.....  
.....

(Signature and Seal)

Tenders to be submitted at or before.....A.M. / P.M. on.....20.....

(Note : The E- tenders will normally be opened on the last date of submission)

## Important Notes :

- 1) Tender received after the specified time is liable to be rejected.
- 2) No additions or alterations shall be made in Drawings, Specifications, Schedule of Quantities, Conditions of Contract and Tender by the tenderer and, if made, such tender is liable to be rejected. In case of the successful tender, any such additions and alterations made by the tenderer will be treated as null and void. If the tenderer wants to put any conditions, he must expressly mention them on a separate letter attached on the top of the tender form.
- 3) In case, the tenderer is required to fill in the Schedule of Rates, he shall quote rate in words as well as in figures in the blank column for each item in the Schedule of Quantities and accurately calculate the final column of totals and the final total, correct upto the nearest Rupee; Re.0.50 or over to be treated as one Rupee. If the totals and the final total are not calculated by the tenderer, his tender is liable to be rejected.
- 4) If on check, differences are found between the rates given by the tenderer in words and figures or in the amounts worked out by him, the following procedure shall be followed.
  - a) Where there is difference between the rates in figures and in words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
  - b) Where the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, then the rate quoted by the tenderer in words shall be taken as correct.
  - c) Where the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
- 5) The Employer reserves the right to reject the lowest or any tender without assigning any reason for the same.
- 6) The decision of the Employer will be given within three calendar months from the date of receiving the tenders, within which period, the terms of the tender will be binding on the tenderer. The earnest money will be returned to the unsuccessful tenderer within fifteen days of decision. If the tenderer, after intimation to him, fails to collect his earnest money deposit within three years of date of intimation, the amount will be automatically forfeited.
- 7) Schedule of Quantities, Conditions of Contract and Drawings, if issued, must be returned along with the tender duly signed on each page and drawing by the tenderer.
- 8) The tenderer must fill in the enclosed form, giving bio-data of his firm; if needed, he can attach additional bio-data details.
- 9) In case of electrical, sanitation and plumbing work, the tenderer must either possess the required license himself or get the work executed or certified through any agency possessing such a license at his own cost and on his own responsibility.
- 10) In case of partnership firm, the tender shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each member of the firm and attach a copy of the Power of Attorney with the tender. In case of tender submitted by a Company, it shall be signed by its Managing Director or a duly authorized person and shall bear official seal of the Company.
- 11) The tenderer, whose tender has been accepted, shall, within ten days of the intimation of acceptance of the tender, hand over to the Architect, stamp paper of the required value for entering into agreement. Tenderer's failure to comply with this condition within the given time shall give right to the Employer to revoke acceptance of the tender and forfeit his earnest money, without any further notice to the tenderer.
- 12) If any provisional amount is allotted against any item or if it is stated that the actual cost is to depend on work done, the rate and amount against such an item should be left as stated in the tender form or left blank if no amount is stated. The amount to be paid for such an item will be calculated at respective tender rates for different items and the general percentage, when quoted by the tenderer has no bearing on the amount stated against the particular item.
- 13) In submitting proposals for this work, each tenderer will be held to have previously examined the site and satisfied himself as to the conditions under which he will be obliged to operate in performing his part of work or which will, in any manner, after work under the contract.
- 14) In case of work estimated above Rs. Ten lakhs for which tenders are invited, the tenderer is normally expected to have previously completed at least one single work of similar nature amounting to about 50% or more of the work put to tender.
- 15) The right to revise / amend the contract document prior to the date as notified for receipt of tenders or extended date is reserved. Such deviations / amendments / extensions if any, shall be communicated in the form of corrigendum by letters / notice as may be considered suitable. Such corrigendum will form part of the tender document.
- 16) Tenders based on alternative design will not be entertained.
- 17) Words importing the singular also include plural. Words importing the male also include the female and vice versa where the context so required.

# CONDITION OF CONTRACT

## **beri**

URBAN & ENVIRONMENTAL PLANNERS LLP,  
GUMPHA, TARABAI PARK, KOLHAPUR – 416 003.

### 1. DEFINITIONS

1.1 In constructing these Conditions, 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 requires.

- (a) “Employer” shall mean **Shree Someshwar SSK Ltd.** and shall include his (their) legal representative/s, assign/s or successor/s.
- (b) “Architect” shall mean **beri URBAN & ENVIRONMENTAL PLANNERS LLP**, for purpose of this Contract and shall include their legal representative/s, assign/s or successor/s.
- (c) “Contractor” shall mean .....  
.....  
and shall include his (their) legal representative/s, assign/s or successor/s.
- (d) “Site” shall mean the site of the Contract work including any existing building/s erection/s thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.
- (e) “Work” shall mean the work/s to be executed in accordance with the contract or part thereof, as the case may be and shall include all extra, additional, altered or substituted items as required for the purpose of the contract and for satisfactory completion of structure to make it functionally acceptable for purposes for which it is intended.
- (f) “This Contract” or “Contract” shall mean E-Tender Notice, E-Tender, Condition of Contract, special Condition of Contract (Appendices), General instructions to the Contractor, Specifications, Schedule of quantities, Set of drawings, minutes of pre-bid meetings, letter of intent (work order) if the tender and the Contract Agreement attached hereto and duly signed and any other papers attached to the tender form.
- (g) “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 A.D. post to the known private or business address or 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.

**(h) "Act of Insolvency"**

shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the provincial Insolvency act of the State any Act amending such original.

Words Importing persons include firms and corporations. Words importing the singular also include the plural. Words importing the male also include the female and vice versa where the context so requires.

**2. EARNEST MONEY, SECURITY DEPOSIT AND MOBILIZATION ADVANCE**

2.1 The Contractor shall deposit the amount of Earnest money, stated in the Appendix, with the Architect or the Employer as directed at the time of submitting the tender. The successful Contractor shall deposit the Initial Security Deposit Amount stated in the Appendix with the Employer at the time of signing the Contract. The earnest money will be returned to the Contractor on his paying the initial security deposit to the Employer. A further deposit at 2.5% or as stated in the appendix of the value of the work done and till it reaches the Total Security Deposit Amount, stated in the Appendix, whichever is minimum, will be debited at the time of interim certificates. The total security deposit amount shall be inclusive of the initial security deposit amount. The amount thus deposited shall be returned to the Contractor within one month after expiry of the Defects Liability Period stated in the Appendix. The Architect shall, at his discretion,

amounts, if scope the work is increased or reduced. The mode of return of this additional security deposit will be similar to the total security deposit amount as per Contract. The Employer shall return the amount within one month after expiry of the defects liability period, The Employer shall fulfill the condition of initial security deposit amount, the Contractor shall submit a Banker's Guarantee given by any Scheduled Bank approved by the Employer, in the prescribed form. The period of Banker's Guarantee shall be deemed to have been unconditionally extended by the Contractor to suit the actual date of completion of the whole work. 50% of total security deposit amount will be returned after six months from the date of completion certificate of the Architect and the balance 50% will be returned after completion of defect liability period or two monsoons, whichever is later.

2.2 In special circumstances, the Contractor may request the Employer in writing to temporarily waive off payment of Initial security deposit amount and allow its deduction from the running bills.

2.3 Whenever any claim against the Contractor for payment of a sum of money arises out of or under the Contract, the Employer shall be entitled to recover such sum in part or whole from the security deposit of the Contractor. The balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which, at any time thereafter, may become due to the Contractor. The Contractor shall pay to the Employer on demand any balance dues payable or recoverable as per contract.

2.4 The Employer may at his discretion, advance an amount to the Contractor as a mobilization advance against a bank guarantee. The period of bank guarantee will be for the full period of Contract unless stated otherwise. The recovery of the mobilization advance will be done from first four running bills in equal installments. When whole amount is returned, the bank guarantee will be returned to the Contractor.

### **3. SCOPE OF CONTRACT**

3.1 The whole work shall be executed strictly according to the book of Standard Specifications issued by the State Government in which the site is located, this conditions of contract and mode of measurements followed in P.W.D. or equivalent Department of the State.

3.2 The decision of the Architect shall be final and binding on all parties to the Contract upon all questions arising out of interpretation of any point relating to specifications, design, drawings, schedule of quantities, Architect's instructions and as to the quality of workmanship and materials used on the work, concerning the time limit for completion of execution of the work or failure to execute the same, whether arising during progress of the work after completion or abandonment of the work.

3.2 The Contractor shall not use the site for storage of any materials or doing any work other than that required for execution of this Contract.

3.4 Addenda/corrigenda/clarification as per pre-bid meeting to the tender documents may be issued prior to the date of opening of the tenders to clarify or amend document or to reflect modification in the design or contract terms. All such addenda/corrigenda/clarification issued by the Architect shall become part of the tender documents.

3.5 Wherever any portion of the Appendix is repugnant to or at variance with any provisions of the Conditions of Contract then, unless there is inference or different intention, the provisions in the Appendix shall be deemed to override the provisions in the Conditions of Contract and shall, to the extent of such repugnancy or variations prevail.

3.6 In case, new structure or elements are to be joined to existing structures of elements, and no special provision has been made in the bill of quantities, the estimated items shall be deemed to include provision for necessary bonding, dismantling, adjusting, finishing and painting etc. at junctions to match the existing structures or elements.

3.7 The Contractor shall carry out all subsidiary and allied works like compound, site development etc. at the tendered rates and at the rates for extra items decided for the main work, if directed by the Architect for such allied works, within 75% period of the due completion period of the main contract.

3.8 The Contractor shall, on behalf of the Employer, make arrangements to supply and procure permissions for permanent connections to different public utility services like water, drainage, sewage, electricity etc., as applicable to the items of works in the contract and pay any deposits, connection charges for any related incidental works, etc., the costs of all such work shall be paid or reimbursed by the items of works in the contract and pay assistance in getting commencement, completion and other certificates during process of construction from the local authorities, as necessary.

3.9 Lining out the work and leaving the site clean from part of the Contract, and no extras will be paid for these works, except when specifically stated in the bill of quantities.

3.10 The Contractor shall be responsible for true and proper setting out of the works and for the corrections of the position, level dimensions and arrangements of all parts of works and for providing all necessary instruments appliances and labours in connection therewith at his own cost. Officers may assist the Contractor in proper setting out. Govt. instruments may be allowed to be for setting out of work for which no cost shall be recovered from the Employer. If at any time, during the progress of works, any errors shall in regard to Contractor, rectification thereof, on being required to do so, will be carried out by the Contractor at his own cost unless such errors are based on incorrect data supplied in writing by the Engineer or his authorized representative in which case the expenses of the rectification shall be refunded by the Employer. The checking of any setting out of checking of levels by the Engineer or his authorized representative shall not in any way relieve the Contractor of his responsibility for the corrections thereof and the Contractor shall carefully protect and preserve all levels, marks site rails, pegs and other things used in setting out of works. The Contractor is to set out the building in accordance with the plans. All lines to be accurately marked in white paint or otherwise to the satisfaction of the Architects. The Contractor will be responsible for the correctness of the above and any inaccuracies are to be rectified at his own expenses. He will be responsible for taking levels of the site before setting out and putting them on record without extra charge. The Contractor is to construct and maintain proper benches at the inter-section of all main walls in order that the lines and levels may be accurately checked at any time.

3.11 The Contractor shall not, except under exceptional circumstances, after acceptance of the contract rates be paid any extra charges for lead involved in transport of materials to site of the work, erection and hire of tools and plants, sheds for materials, water storage for temporary purposes, hire charges for storage of materials on land belonging to public bodies and others, risks, insurance, royalty for earth, rubble, metals, sand etc. or for any other reason or in case the Contractor is found, later on, to have misjudged the sourcing of the materials available. All local, State and Central Government taxes, rents, charges etc. pertaining to any part of the work covered under the contract, i.e. octroi, sales tax, turnover tax, works contract tax, VAT or any other tax etc. as prevailing on the date of receiving the tenders, to be paid in respect of this contract shall be deemed to have been included in his rates. (He shall also, himself, pay any charges for using space belonging to any other party.) Nothing extra on these accounts will be paid.

3.12 No part of the contract shall be sublet without obtaining written permission of the Architect nor shall transfer be made by Power of Attorney authorizing

others to execute the work, nor to receive payment on behalf of the Contractor. In the case of tender by an individual, any addition of a partner, or in the case of tender by partner/company, any change in the constitution or name of the firm shall not be done without prior written approval of the Employer. The Contractor shall submit all legal documents, pertaining to his firm or involving any changes therein, for inspection and give certified copies to the same to the Employer and the Architect for their record, The Employer reserves the right to insist on retaining original status of the firm and refuse any proposals for change therein.



3.13 It is the Contractor's primary duty to calculate the quantities of materials or labour required for completion of the work from the drawings issued by the Architect from time to time and any quantity assumed in the estimate. The assistance given by the Architect for this purpose shall not imply any liability whatsoever either on the Architect or the Employer. The Contractor shall also calculate quantities of all materials (including steel) on basis of drawings or instructions for any additional work directed or for any work resulting from change of specifications or change in the work site conditions.

3.14 In case of two or more works are entrusted to the same Contractor on the same site by the same Employer and under supervision of the same Architect, rates for one work will be applicable to appropriate rate for similar items which may occur in other works, provided that rates for these items have not been provided in the original estimates of the concerned work. In case of difference in rates for the same item in other works, the lowest rate shall apply.

3.15 In case of two or more building / machinery foundations / other works situated on a single site, the sequence of work will be as required by the Employer.

3.16 The Architect will judiciously decide the profit margin to be given to the Contractor while deciding extra item rates on the quantum of materials supplied by the Employer.

3.17 The Contractor shall, after receipt and acceptance of letter of intent, not enter upon or commence any portion of the work except with the written authority and instructions of the Employer. Failing this, the Contractor shall have no claim to ask for measurements of or payment of the work so done.

3.18 The Contractor shall make his own arrangements for all temporary sheds required for the work, temporary housing of labour and provide water and sanitary arrangements for them. The Contractor is responsible for controlling labour, so as not to cause any nuisance, damage or loss to Employer's or adjoining property.

3.19 Increase or decrease in rates of cement, steel and major materials directly used on the work, due to Government statutes only will be considered at the discretion of the Architect, only if they occur during the due period for completion of the work and the Architect is satisfied that the Contractor had taken proper precautions to procure sufficient quantities of these materials well in time. The Contractor will have to submit sufficient proofs to prove such statutory increases and quantitative purchase of such materials before and after such statutory increases. Rise due to basic prices only, exclusive of transport costs etc. will be considered for these materials.

3.20 There may be delay from the Employer for supplying material under schedule 'A' to the Contractor for which the Contractor will be granted necessary extension of time limit by the Architect. But this delay shall not be held as a cause for any increase in rates or other claims. Also the Contractor should give sufficient advance intimation regarding his material requirement for the coming fortnight.

3.21 If at any time before the return of the Deposit Amount, it shall appear to the Architect, that any work has been executed with inferior materials or bad workmanship or is not according to the drawings or the instructions given by the Architect, the Architect shall intimate the Contractor accordingly in writing and order for repair or removal and reconstruction of such work within a specified period.

The Contractor shall forthwith carry out such order at his own cost. If the Contractor fails to carry out such order, the Employer has a right to get the necessary work done departmentally or by any other agency at the risk and expense in all respects of the Contractor. In case of labour contract, this amount includes cost of material and labour. If defective work is allowed by the Architect, the rate for the particular work will be reduced at the Architect's discretion.

3.22 The Employer is not concerned with any rise or fall in the market prices of any materials and labour; the Contractor will not be entitled to claim any compensation arising out of such fluctuations, subject to clause 3.19. Unless stated in appendix, escalation clause will not be entertained.

3.23 The Contractor shall not have any claim for compensation by reasons of any alternations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the works as originally contemplated, subject to clause 8.1.

3.24 The Contractor shall make his own arrangements for water and electricity, as needed for construction work, unless otherwise stated in the Appendix. If the Employer, fails to supply water and/or electricity as stated in the appendix for an intermediate period; the Architect shall suitably extend the period of completion at his discretion. If the Employer allows in writing, the Contractor shall make suitable alternative arrangements as directed by the Architect. The Employer shall pay to the Contractor the actual additional cost so incurred, as decided by the Architect, after receipt of all receipts, vouchers and original papers etc. The Contractor shall have no other claims on any of these accounts. In multiple works on the same site the Employer's responsibility to supply of water and/or electricity will be only one point on the site. Further distribution of water/electricity is the Contractor's responsibility.

3.25 In the event of a discrepancy between the sum quoted by the Contractor and the percentage tendered by him, the sum shall be treated as binding and the percentage altered to agree with the sum. The tendered amount shall be deemed to include for the full and entire completion of the works and the Contractor shall have no claims on account of any errors in the unit rate/prices inserted by the Architect.

3.26 In case of any discrepancy, the order of precedence in interpretation shall be as under :

- i) Drawings
- ii) Schedule of quantities i.e. Specifications & Bill of Quantities.
- iii) Additional conditions / Minutes of pre-bid meeting.
- iv) Special conditions / Appendix.
- v) General conditions of contract.
- vi) Maharashtra P.W.D. latest specifications.
- vii) IS Codes.
- viii) International Codes.
- ix) Best Engineering practice.

3.27 The Contractor should take precautions while constructing/excavation during blasting to safe guard the building/adjoining structures/Employer's machinery and traffic on adjoining public roads. The Contractor shall make good all damages, so caused, at his own cost to the satisfaction of the Employer. In case of labour contract, this cost includes cost of all required materials.

3.28 The Contractor should strictly follow instructions given by the Architect during his site visit and implement these before his next visit. During the subsequent visit of the Architect, Xerox copy of the earlier visit report showing compliance of visit points should be kept ready, failing which suitable fine will be levied.

3.29 The Contractor should make optimum use of materials supplied as per schedule 'A' by the Employer. The cost of wastage of materials due to

negligence while stacking, storing at site, or while working, or cost of wastage due to mistakes in following the drawing and workmanship etc., will be borne by the Contractor. This amount will be decided by the Architect.

3.30 The Contractor should strictly maintain register for all the major materials brought on site which should be duly signed by the Employer's Civil Engineer/Architect's Site Engineer. If the material consumption is less than the standard requirements, reduced rate will be paid for that item. For abnormal under-usage, redoing of work will be insisted.

3.31 It is Contractors responsibility to pay all royalties against basic materials and he should not claim for its payment in additions to tendered rates. He should also submit all Xerox copies of royalty receipt of materials coming on Employer's site.

3.32 All materials, fittings, fixtures shall be of heavy and high quality within the scope of specifications. Samples of materials should be got approved from the Architect well in advance.

3.33 The shuttering of column, beam, lintel and coping sides should be removed after 48 hours of casting. The bottom of slab in general should be removed after 7 days and for slab spanning 4.5 M. or more, lintels and beams for spans upto 6 M. should be removed after 14 days of casting. The bottom for beam of spans above 6 M. should be removed after 21 days.

3.34 All shuttering is to be of new steel or new plywood except in impracticable places. For water bearing structures use only new plywood for shuttering. Use of vibrator/weigh batcher/mixer for all concreting work will be insisted on. All centering materials shall be examined and certified for its use by the Architect. The Contractor shall use demoulding oil for shuttering and Cemprover, Ask-O-Stick of similar type materials on R.C.C. surface for finishing after hacking the surface. All plywood plated used will have J.W. framing at every 600 x 600 or 600 x 1200 mm grid as required. All vertical R.C.C. walls to be casted by though bolts left in place method as per instructions.

3.35 For some non-tendered items, got done from specialised agency, Contractor's involvement will be limited to supply of scaffolding, broad supervision, coordination, curing, etc., for which he will be paid 10% amount of total payment made to specialised agency.

#### **4. PERIOD FOR COMPLETION**

4.1 The Contractor shall complete whole of the work within the Period for Completion of the Work, stated in the Appendix, from the date of order to start the work given by the Architect in writing and handing over the site. If the Contractor fails to complete the work within this period or within the period certified by the Architect, the Contractor shall pay

or allow to deduct the amount from bills by the Employer, the sum stated in the Appendix as compensation per day for Non-completion of the Work within the Period for completion of the work, for the period during which the work so incomplete. In no case, the total amount of compensation shall exceed 10% of the contract amount.

4.2 If the Contractor shall desire an extension to the period of completion on any ground, he shall apply within thirty days from the date on which the cause for asking for extension occurred and before expiry of the stipulated period. He shall apply for extension of this period giving reasons thereof. The Architect shall, at his discretion, grant to the Contractor extension of time limit for whole or part of the work, if additional work is to be done or materials as per Contract have not been issued in time by the Employer or if there are any other valid reasons.

4.3 The Contractor shall not claim any extra charges, if there is delay by the Employer in issuing materials as per the contract or commencing the work or part thereof, or if the work or any part of the work are postponed for any valid reasons. The Architect shall, at his discretion, reduce the time limit, if construction of any portion of the work is dropped.

4.4 In case of works involving demolition of existing portion/s of buildings in use and replacement by new building work under contract in its place, the Contractor shall provide facilities for temporary shifting of these activities in portion of new building already built, after which the existing portion/s will be demolished by the Employer or by the Contractor if this work forms part of the contract. The demolition of existing building/s will also have to be carried out in stages, so that the completed portions can be temporarily or permanently occupied and then the existing building/s or part them will be handed over. The Contractor shall follow the sequence of carrying out different items or different portions of the work as directed by the Architect. The period for completion of the work shall be deemed to have been calculated after taking all these factors into account.

4.5 The Architect reserves the right to suspend the whole or any part of the work specified in the contract for any reason whatsoever upto a period of 90 days, from the date on which such work would have commenced. The Contractor, on receiving notice to this effect, shall forthwith suspended or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done. The Contractor shall have no claim to any payment or compensation by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment. The Contractor is free to determine his employment with the Employer for the portion concerned giving seven days notice to the Employer and the Architect, if the Employer does not ask to resume the work within the above period, except when the work is held up on account of non supply of materials by the Employer, which are under Stat or Central Government control or when the Contractor has been asked to execute different parts of the work in stages.

4.6 The Contractor shall arrange his schedule of work to suit other agencies working on the site of to suit convenience of the Employer. The Contractor is neither responsible for any damage or delay which may occur on account of such works nor he shall claim any extra charges, if there is delay on part of other agencies or on part of the Employer.

However, in such cases, the Architect will grant reasonable of time limit for completion of the work. It is presumed that the Contractor has considered normal time taken up by other agencies for execution of their part of the work and has made due allowances for such exigencies, while agreeing to the period of completion of the work.

4.7 The Contractor shall work in close harmony with other contractors. He shall arrange the sequence of work in such a manner that the work is not delayed.

4.8 The right of the Contractor to proceed with the work shall not be terminated because of any delay in completion of the work due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including, but not limited to acts of God, or of the public enemy, restraints of sovereign state, fires, floods and unusually severe weather.

**4.9 The Contractor shall engage a construction management consultant, approved by the Architect, at a remuneration no exceeding one half percent of the total contract to prepare required progress schedule, manpower, machinery & equipment, material procurement and cash flow charts. The employed consultant, is expected to visit the site once a fortnight to monitor and keep ready data before the Architect's visit.**

4.10 The Contractor will submit weekly progress report to the Employer and Architect mentioning work done, stages of work, labour and material at site, material issued by the Employer and other relevant details, failing which, the Architect may withhold issue of interim certificates.

4.11 The work will be kept closed, if the Employer so desires, on Sundays and any religious days.

**4.12 To ensure good progress during execution of the work, the Contractor shall be bound, in all cases in which the time allowed for the work exceeds one month, to complete one fifth of the value the work before one fourth of the time allowed under the Contract, three eighth of the work before one half of such time, and three fourth of the work before three-fourth of such time. In the event of the Contractor failing to comply with these conditions, this will be sufficient reason for the Architect, with the consent of the Employer, to take steps as per clause 4.1.**

4.13 In order to prevent disputes arising out of the penalty amount for non completion in time period, daily progress log book shall be kept with the Employer to monitor progress of daily work. The log book shall be filled in the presence of the Employer's representative and must be signed both the Employer's representative and the Contractor.

4.14 The Contractor/his chief Site Engineer should attend Architect's head office at least twice a month for solving of difficulties / coordination / clarification etc., to ensure that the tempo of work is not hampered.

4.15 In case, the contracting agency is a proprietorship / partnership / Pvt. Ltd. Company, then its Sole proprietor / one of the partners / directors must visit the site one day prior to the Architect's visit, make a list of problems / difficulties (technical and other), along with the Employer / Employer's site-in-charge, to enable him to attend the Architect's visit with due diligence. If the contracting agency is a Public Limited Company, the same job can be done by managerial executive level person. Failing which a penalty of Rs. 5,000/- for the Architect's visit and Rs. 2,500/- for representatives

visit will be levied. The same man should attend the monthly co-ordination meeting in person in person along with his Senior Engineer with the Architect / Employer's Civil Engineer.

## **5. INTERIM CERTIFICATES & FINAL BILL**

5.1 The Contractor shall be paid advances by the Employer from time to time as per interim certificates issued by the Architect, on application by the Contractor in writing on the prescribed form in duplicate and when in the opinion of the Architect, the value of the work done and materials collected on site since the previous Interim Certificate, after deductions as per contract, is not less than the Value of Work for interim certificates, as stated in the Appendix, or is acceptable, at the discretion of the Architect. The Architect will assume part rates for incomplete works and reduced rates for defective works at his entire discretion while preparing interim certificates. The total number of interim certificates shall not exceed the number specified in the Appendix. The Architect may, at his discretion, include such amount as he considers proper, on account of materials brought on site by the Contractor for use on the work. Advances on only major materials and other materials approved by the Architect will be considered. No advances on perishable or easily transportable materials will normally be given. Maximum amount up to 90% of the value of the materials (reasonable value at the Architect's discretion) will be taken in the interim certificate. The Contractor shall declare the quantity and the value of any material declared by the Contractor in his application and that measured by the Architect, the Architect may at his discretion disallow any advance payment against such once brought there, irrespective of advance given on them or not, without the permission in writing from the Architect. The Contractor shall submit detailed measurements of quantities of each items and bill of quantities worked out on this basis along with his application on the format supplied to him, for advance, to enable the Architect to scrutinize them and prepare interim bills and the final bill.

5.2 The issuing of the certificate does not relieve the Contractor of his liability in respect of any defects. No certificate shall, of itself, be conclusive evidence that any works or materials relating to them are in accordance with the contract. The Architect shall have power to withhold any interim certificate if the work or any parts of the work are not being carried out to his satisfaction or exclude value of such parts from the certificate. The Architect's certificate shall be honoured by the Employer within the Period for Honouring of Interim Certificate shall as stated in the Appendix. If the Employer does not pay amount payable to the Contractor according to the Architect's interim certificates, this amount shall carry simple interest at the Rate of Interest for Delayed Payment at ten percent if not stated in the Appendix, thirty days after issue of the interim certificate and till the date of payment by the Employer. The interim certificates of the Architect are binding on the Contractor and the Employer. The final bill will be released only after receipt of compliance report as per visit instructions given by the Architect, from time to time.

5.3 All receipt for any payments made on account of this work must be signed by person holding due power of attorney in this respect on behalf of the concerned party except when the party described is a limited company, in which case, the receipts must be signed in name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

5.4 Before issuing any interim certificate and final bill, the Architect may request the Contractor to furnish to him reasonable proof that all amounts included in the calculation of the amount stated as due on previous certificates in respect of the total value of work materials or goods executed or supplied by any nominated sub-contractor have been duly discharged. If the Contractor fails to comply with any such request, the Architect shall issue a certificate to that effect and thereupon the Employer may himself pay such amounts to any nominated sub-contractor concerned and deduct the same from any sums due or to become due to the Contractor.

5.5 The period for honouring interim certificates and preparing the final bill shall get extended in case the Employer is in the capacity as a Government officer and requires checking of the certificates and the final bill by any department of the Government.

5.6 If it is found that the Contractor has collected excess materials on site than required for completion of the work, he will be paid only on basis of materials which will be actually required. No advance will be paid on defective or inferior materials brought on site, which will have to be removed forthwith.

5.7 The quantity of chemicals which are specified in schedule 'B' will be paid as per quantity purchased by the Contractor. For this, he should submit actual bills (countersigned by the Architect's Engineer / the Employer's Civil Engineer) of the purchased quantities, failing which only billed quantity will be paid to the Contractor during running / final bills. Credit memos will have to be entertained.

5.8 All concreting of machinery foundation should be in form finish. Honeycombing patch work will have to be done only after the Architect's visit. If major honeycombing is there, special grouting / polymer modified mortar plastering, for making good is to be done by specialised agency as suggested by the Architect, at the Contractor's cost.

## **6. LAWS, PERMITS & REGULATIONS**

6.1 The Contractor shall conform with all by-laws, rules regulations of the local authority, Government and other Public Authorities. He shall himself pay all taxes, royalties, licenses, damages, costs and charges of all types of arising in respect of execution of the work like octroi, sales tax, VAT and all other types of taxes. The Contractor shall take valid license in his favour under the provisions of the Contract Labour (Regulation and Litigation) Act 1970 before starting the work.

6.2 The Contractor shall indemnify and save harmless the Employer and his employees or agents from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him by reason of any act of omission by the said Contractor, his agents or employees in execution of the work, in the guarding of it, and/or by reason of alleged patent infringements.

6.3 The Contractor shall, during the period of this contract, himself hold necessary licenses or get different parts of work done from those holding appropriate licenses for execution of the work. If asked, he shall procure necessary certificates from them and hand over to the Employer.

## **7. DAMAGES AND INSURANCE**

7.1 The Contractor shall be responsible for injury to all persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect by himself or of any nominated sub-contractor's employees, whether such injury or damage arises from carelessness, accident or any other cause what so ever or in any way connected with the carrying out of this contract. This clause shall be held to include interalia to roads, streets, footpaths, bridges or ways as well as all damage caused to the building and works forming the subject of this contract, by heavy winds or other inclemency of weather. The Contractor, shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage under any Act of Government or otherwise and also in respect of any award, compensation or damages consequent upon such claim.

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

7.3 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 work or in consequence thereof and shall, at his own expense, arrange to effect and maintain, until the virtual completion of the contract, a policy of insurance with an approved office in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during the currency of this contract. The Contractor shall similarly indemnify the Employer against all claims (which may be made upon the Employer) under the Workmen's Compensation Act or any other statute in force during the currency of the contract or at common law in respect of any employee of the Contractor or any sub-contractor and shall at his own expense effect and maintain until the virtual completion of the contract with an approved office policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during the period of the Contract.

7.4 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 any claim or proceedings and also in respect of any award of court or compensation for damages arising there from.

7.5 The Contractor shall, at the time of signing the Contract, insure the works for the full value of all executed work against fire, storm, flood, earthquake and keep the policies insured until the virtual completion of the contract against loss or damages by fire with an office to be approved by the Architect, in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum if called upon to do so by the Architect, the



premium of such further sum being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Employer only, and fess for assessing the claim and in connection with his services generally therein and shall not cover any property of the Contractor of the sub-Contractor or any of his employee. The Contractor shall deposit the Policy and receipts for the premiums with the Architect within twenty-one days from the date of signing the Contract unless otherwise instructed by the Architect in writing. In default of the Contractor insuring as provided above, the Employer or the Architect on his behalf may so insure and may deduct the premiums paid from any moneys due, or which may become due, to the Contractor. The Contractor shall, as soon as any claim under the Policy is settled or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with completion of the works in the same manner as through the cause of damage had not occurred and in all respects under the same Conditions of Contract. The Contractor, in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Architect deems fit. While the ultimate insurance is for the full amount as per this clause, the amount of the insurance at any time to be at least equal to the amount paid on account of work and materials and plus the value of work and materials furnished or delivered, but not yet paid for by the Employer.

7.6 In case of damage to work by fire or due to any other reasons, a particular portion of the work cannot be carried out immediately due to any valid reasons, the Contractor shall with all diligence, continue with the rest of work without interruption, as if no damage has been caused.

7.7 If the Contractor fails to insure under any of these clauses or does not pay any premium due, it will be his entire responsibility to bear any losses, financial or otherwise, arising from not so insuring.

7.8 The Contractor should take 'All Risk' or appropriate Policy insurance (with additional coverage for third party liability and surrounding property of the insured) of the work of the tendered amount and arrange for insurance for his labour and labour license. The Contractor should extend his labour insurance coverage to include Accident Insurance coverage of Employer's and Architect's staff.

## **8. VARIATIONS IN CONTRACT**

8.1 The Architect reserves the right to add or omit or alter any item in the Schedule of Quantities, whether in quantity or in quality, necessary for completion of the work and in the interest of the work to the satisfaction of the Architect and the Employer. No such additions, omissions or alterations shall vitiate this contract or affect the tender rates. If the additional or altered work includes any items for which rates are not specified in the contract, such items will be called extra items. The rates for extra items will be decided by the Architect, after discussion with the Contractor. These will be derived from the tendered rates of the items (in case of discrepancy between rates for similar class of items, the lowest rates will be taken into account), which at the Architect's absolute discretion, can be made applicable. Where no such rates can be derived for any particular items, these will be based on current P.W.D. schedule of rates and the overall percentage of the tender above/below the schedule of rates. If, at the absolute discretion of the Architect, rates for any extra items cannot be worked out due to nature of any item or rates so worked out are impracticable, the Contractor shall submit his rate analysis

for the item, based on current rates of labour and material and twenty percent margin for profits, overheads, etc. to the Architect. The Architect will scrutinize the rate analysis and decide upon a reasonable rate. In case the Employer is a Government/Semi-Government Organization, the rates will be finally decided by the concerned Government Department. If right to get that part of the work done departmentally or otherwise. Where, due to nature of the works, rates for extra items cannot be worked out in the opinion of the Architect, these will be settled on basis of actual cost of labour and materials incurred by the Contractor, plus twenty percent margin (rates of materials and labour as per attached data/or failing which current rates shall be followed wherever applicable), which is inclusive of all overheads. These accounts are to be submitted every week to the Architect for verification. The Contractor shall produce all originals, vouchers and receipts for any labour work and materials, if demanded by the Architect. If the Contractor fails to produce these papers, or the Architect is not satisfied with the reasonableness of rates in the vouchers, he will make his own enquires in the market and assume his own figures.

8.2 If the Architect, with the consent of the Employer, desires to make any change in the work, thereby causing work involving extra items, the Contractor shall execute such items at the rates approved by the Architect at his absolute discretion, provided that the sum total of such items does not exceed approximately three percent of the total cost of the whole work.

8.3 If, in course of the work, unforeseen conditions require minor additions and alterations in order to fully execute the intent of the plans and specifications, such alterations can be authorized by the Architect at his discretion in the interest of the Employer. In case of major additions and alterations, the Architect shall report to the Employer accordingly, and after taking the Employer's consent, direct the Contractor to proceed with such work.

8.4 If the Contractor does not show satisfactory progress of work or if the quality of materials and/or workmanship is inferior, the Architect reserve the right to withdraw any item of the work shown in the Bill of Quantities attached hereto for which the Contractor has quoted for, after giving him sufficient notice thereof and may entrust such work to a separate agency or omit it altogether. The Contractor shall have no claim to any compensation on this account. The extra expenditure incurred, due to above, will be debited to the Contractor's account.

8.5 The Employer, in consultation with the Architect, may delete part or whole of the items in portions of the building should they find the tendered or the actual cost during the course of construction is going beyond the amount put to tender and in such cases, the contract shall remain valid and the Contractor will have no right to claim compensation for portions of the work so deleted.

8.6 Any variation plus or minus, in quantities of items in work upto plinth level, will have to be carried out at the tendered rates only.

8.7 The Contractor's liability for the tendered rates and contract amount will be upto overall 25% (twenty five percent) increase or decrease in the tendered amount, irrespective of any increase or decrease in the quantities of any individual item/s in superstructure in the bill of quantities. The Contractor's liability shall remain unchanged, in spite of any increased or reduced cost due to work in foundation and/or in plinth.

Where the work is to be executed according to the designs, drawings and specifications recommended by the Contractor and accepted by the Employer, any additions and alteration necessary to fully carry out the intent of the work, (which must be approved by the Architect in writing), shall be within the scope of such design, drawings and specifications appended by the Contractor. No extra will be paid to the Contractor on any of these accounts.

8.8 The provisions of the Prime Cost sums included in the Contract bills or arising as a result of Architect's instructions given in regard to the expenditure of provisional Sums in respect of any materials or goods to be fixed by the Contractor shall be as follows :

Such sums shall be understood to mean the net cost to be defrayed as a Prime Cost after deducting any trade or other discount and shall include sales tax (where applicable) and other taxes and duties and the cost of packing, carriage, such special expense shall be allowed as part of the sums actually paid by the Contractor.

Such sums shall be expended in favour of such persons as the Architect shall instruct, and all specialists, merchants, tradesmen or others who are nominated by the Architect to execute any time are hereby declared to be the suppliers to the Contractor and are referred to in these conditions as "Nominated Suppliers" provided that the Architect shall not (save where the Architect and the Contractor shall otherwise agree) nominate as a supplier a person who will not enter into a Contract of sale which provides (inter alia) : that the materials or goods to be supplied shall be to the reasonable satisfaction of the Architect, that the nominated supplier shall make good by replacement or otherwise any defects in the materials or goods supplied which appear within such period as is therein mentioned and shall bear any expenses reasonably incurred by the Contractor as a direct consequence of such defects, provided that: where the materials or goods have been used or fixed, such defects are not such that examination by the Contractor ought to have been used or fixed, such defects are not such that defects are due solely to defective workmanship or material in the goods supplied and shall not have been caused by improper storage by the Contractor or misuse or by any act or neglect of either the Contractor, the Architect or the Employer or by any person or persons for whom they may be responsible, that delivery of the materials or goods supplied shall be commenced and completed at such times as the Contractor may reasonably direct. All payments by the Contractor for the items executed by Nominated Supplier shall be in full, and shall be paid within 30 days of the end of the month during which delivery is made. If not, amount of such items will be paid directly by the Employer and debited to the Contractor's account.

8.9 Under no circumstances, whatsoever, shall the Contractor be entitled to any compensation from the Employer or on any account unless the Contractor shall have submitted a claim in writing to the Employer and the Architect within one month of the cause of such claim occurring.

## **9. DRAWINGS AND SCHEDULE OF QUANTITIES**

9.1 One copy of each drawing will be made available to the Contractor. If desired by the Contractor, the Architect will, at his discretion, issue additional copy/copies of any drawing after payment of the necessary deposit. The account of this deposit will be settled after completion of the project. One copy each of all drawings, Schedule of

Quantities, progress chart and the Architect's Inspection book shall be kept on the work site by the Contractor, which should be accessible to the Employer, the Architect or their representatives at any time. All drawings, Bills of Quantities and Specifications and copies thereof furnished by the Architect are his property. They shall not be used on any other work and shall be returned to the Architect on completion or termination of the Contract.

9.2 Drawings marked 'tentative' are meant to make the Contractor aware of the general outline of the work shown therein and to explore and, if necessary order out and collect the required materials and also to leave any portion of the work incomplete or unconstructed as necessary. They are not meant for carrying out the actual execution of the portion of the work shown such drawings except excavation. As soon as final drawings are received, all preliminary and tentative drawings, must be kept away or destroyed so as to prevent their misuse. If any drawings are revised, all the old drawings bearing the same main number must be similarly disposed.

9.3 All quantities in the Schedule of Quantities are approximate. Any error in description or quantity or any omission of items in the Schedule of Quantities shall not invalidate this contract. All tender rates are deemed to be inclusive of all leads, lifts, transport etc. and for any special work involved in the execution of the tendered items. In case, the drawings and description of any item are at variance, the rate is deemed to be applicable to the description of the particular item. The Contractor must report such variances to the Architect, whose decision shall be final in the matter. In case of two structural details/ sections are there for the same structural element on different drawings, the higher thickness / reinforcement details is to be followed.

9.4 Inadvertent discrepancies or omission or the failure to show details or to repeat on any drawing the figures or notes given on another, shall not be a cause for additional charges in claims.

9.5 The drawings are intended to show the general arrangement, design and extent of the work and are partly diagrammatic; they are not intended to be scaled for roughing in measurements.

9.6 Where term 'Provide' is used in connection with materials, articles or items specified in the Schedule of Quantities, it shall be understood to mean 'Provide' complete in place; i.e. finished and installed.

9.7 Cement, steel and structural steel certificates issued by the Architect to the Employer, are approximate. The Contractor, on receipt of detailed drawings from the Architect, work out quantities of his own, before ordering the materials.

9.8 In general, the Drawings shall indicate dimensions, position and type of construction; the Specifications shall indicate the quantities and the methods; and the Bill of Quantities shall indicate the quantum and the rate for each item or work. Any work, indicated on the Drawings and not mentioned in the Specification or vice versa shall be furnished as thoughtfully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified.

9.9 The Contractor's work shall not deviate from the Drawings and the Specifications. The Architect's interpretation of these documents shall be final and without appeal.

9.10 Errors or inconsistencies discovered in the Drawings and Specifications shall be promptly brought to the attention of the Architect or through the clerk of works, if appointed, for interpretation or correction. Local conditions, which may affect the work shall likewise be brought to the Architect's attention. If at any time, it is discovered that work is being done which is not in accordance with the Contract, Drawings and Specification, the Contractor shall correct the work immediately. Corrections of defective work defects in other works resulting in delay shall not be a basis for any claim for extension of time. The Contractor shall not carry any work except with the knowledge of the Architect or his representative in writing.

9.11 Figured dimensions on the Scale Drawings and large size details shall govern. Large size details shall take precedence over small scale drawings. Any work done before receipt of such details, if not in accordance with the same, shall be removed and replaced or adjusted, as directed by the Architect, without expense to the owner. All the conditions in this conditions of contract apply with all such work, including authorized extra works.

9.12 The general character and the scope of the work is illustrated and defined by the Specifications and the Bills of Quantities herewith attached and by the signed Drawings. If the Contractor shall find any discrepancy in or divergence between the Contract drawings and/or the Bill of Quantities, he shall immediately

give to the Architect a written notice specifying the discrepancy or divergence and the Architect shall issue written instruction in regard thereto.

9.13 In case, P.W.D. schedule of rates have been adopted for percentage rate tenders and description of any item in the bill of quantities differs from description of the item in the P.W.D. schedule, description of the item in the schedule of quantities is to be followed, rate remaining the same.

9.14 Dimensions, line, level, plumb, accuracy for all work should be maintained as per drawings. Any discrepancies should be made good as directed at Contractor's cost.

9.15 Plumbing and water distribution work will have to be concealed as directed by the Architect at no extra cost.

9.16 The Contractor should note that the item of flooring concrete is inclusive of immediate finishing, and is to be laid monolithic without joints, and later on by concrete cutter expansion joints as directed will have to be created and filled with Polysulphide sealant.

9.17 All sanitary, fittings, door/window frames, basin, pipes etc. to be fixed with self expandable screws mechanism, at no extra cost.

9.18 First quality materials and workmanship will be insisted upon. The Contractor should take this factor in mind before quoting the work. All materials, fittings, fixtures shall be of heavy and high quality within the scope of specifications.

9.19 Samples of materials like flooring tiles, colour shades, fittings of doors, windows, etc., should be got approved within 25% of time limit from the award of tender. One sample with all schedule of quantities should be submitted/shown for preliminary inspection before taking up the work. After preliminary inspection the sample should be fixed at the site to ascertain the performance. The work should taken up only after rectification of defects etc. to the full satisfaction of the Architect and after obtaining formal approval.

9.20 If the percentage of silt is more than five percent in the sand brought on site, the Contractor at his own cost wash the sand, using sand washing machines at no extra cost.

9.21 The word "Polishing" in tender for natural stone flooring items, means mirror polishing unless specifically stated. The rate of skirting/dado includes removal of some brick work to see that skirting is flush with wall.

## **10. EMPLOYER'S SUPERVISION**

10.1 The term 'Clerk of Works' (or site engineer) shall mean a person designated by the Architect to supervise and inspect the work in absence of the Architect.

10.2 The Clerk of works, or any technical representative of the Architect or the Employer, shall have power to give notice to the Contractor or to his representative, of non-approval of any work or materials. In case of difference of opinion, such work shall be suspended or use of such materials shall be discontinued until decision of the Architect is obtained. Such actions will not, however, be a cause for extension of period for completion of the work.

10.3 The Employer's supervision is for the purpose of assuring the Employer that the work called for by the drawings and specifications is being properly executed, and while the clerk of works is instructed to give the Contractor all desired assistance in interpreting the drawings and specifications and otherwise, such assistance does not relieve the Contractor from responsibility of direct supervision, direction and coordination or contract work; and any work which is faulty must be made good by the Contractor promptly and at his own expense.

10.4 The Architect shall inform to the Employer and the Contractor the stages at which his inspection is necessary, The Contractor shall give an advance notice of not less than seven days, when the work is about to reach that stage, so that the architect or his representative shall inspect the work and give his approval and instruction in writing. The Contractor shall so arrange his schedule of work that the important works to be checked are kept ready for inspection at the time of Architect's routine visits. The Contractor shall so arrange the construction, that there is sufficient time for any rectifications as directed by the Architect.

10.5 Normally the important stage and works requiring the Architect's inspection are (1) Location of the structure on site and instructions regarding strata required (2) Inspection of strata (3) Determination of plinth and other basic levels (levels on drawings are hypothetical) (4) At plinth level (5) At lintel if necessary (6) Reinforcement of main slabs and of other important R.C.C. works (7) Sample trusses, columns and important structural members (8) Prior to starting and during execution of (a) flooring (b) plastering and other finishing work (c) painting work (d) fixing doors and windows and fixtures thereof, (e) plumbing and drainage work (f) water distribution work (g) roof drainage (h) painting work, after application of one coat of paint (9) Water proofing roofs.

10.6 The Architect shall be the Employer's representative during the construction period. The Architect/his representative shall periodically visit the site to familiarize

himself generally with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with contract Documents. He shall issue an inspection book either to the Employer's representative or to the Contractor and give report on the work being done and necessary instructions therein. He shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work in accordance with the Contract Documents. During such visits and on the basis of his observations while at the site, he shall keep the Employer informed of the progress of the work, shall endeavor to guard the employer against defects and deficiencies in the work of the Contractor and he shall condemn work which fails to conform to the Contract documents. He shall have authority to act on behalf of the Employer only to the extent expressly provided in the Contract Document or otherwise in writing which shall be shown to the Contractor. He shall have a authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to ensure proper execution of the Contract.

The Architect shall be in the first instance the interpreter of the Conditions of this Contract and the judge of its performance. He shall side neither with the Employer nor with the Contractor but shall use his powers under the Contract to enforce its faithful performance by both.

## **11. CONTRACTOR'S SUPERITENDENCE**

11.1 The Contractor shall give necessary personal supervision during the execution of the work and thereafter at any time during the Defects Liability Period, as considered necessary by the Architect. The Contractor shall also employ a full time competent representative who shall be constantly on site while the work is in progress during the period of execution of the whole work. The representative shall be well experienced and technically qualified. Additional full time supervisory staff as stated in the appendix shall be employed during the period required for execution. For the period any of the above staff is not on site, deductions will be made from running bills and the final bill for the work at the monthly salary rate/s as stated in the Appendix, or as per prevailing salary rates, if not specifically stated in the Appendix.

11.2 The Contractor shall, on request of the Architect, immediately dismiss from the works any person employed thereon by him, who may, in the opinion of the Architect, be incompetent or misconducts himself, and such a person shall not be again employed on the work without permission of the Architect. The Contractor will get the list of Sub-Contractors approved from the Architect well in advance. The Architect reserves the right to reject or ask to remove from the works any Sub-Contractor at his discretion.

11.3 Any directions, explanations, instructions or notices given by the Architect to the Contractor's representative shall be held to have been given to the Contractor.

11.4 If the Architect finds that the Contractor's representative is neglecting his duties in performing good quality of work, not following Architect's instructions or hindering the progress of work or he finds his work unsatisfactory or for any other reasons whatsoever, the Architect shall issue notice to the Contractor to remove the representative from the work and the Contractor shall do so forthwith and appoint another representative immediately.

11.5 On all sites, up to 2000 Sqm., the Contractor should construct four roomed shed of room size (3.0 x 4.0 M. each clear size) with good quality 230 mm brick work walling, pointing, painting with two coats of white wash from both sides, steel panelled doors and windows, 35 mm thick rough shahabad tiled flooring, G.I. sheet roofing on steel pipe work and purlins, etc. during construction work it will be used as site office-cum-godown. After completion it is to be demolished or retained as directed by the Architect.

11.6 For the site having built-up area more than 2000 Sqm., the Contractor shall provide, erect and maintain at no extra cost where directed, simple watertight office accommodation for the foreman and the clerk of works. This accommodation shall be well lighted and ventilated and provided with windows, doors with a lock and a telephone. The clerk of works office shall be of minimum size of 12 Sqm. and shall have a desk, chair and drawers for keeping drawings and tack board for displaying drawings. The accommodation is to be demolished on completion of the project/ or retained as directed by the Architect.

11.7 The Contractor should employ minimum full time technical staff as stated in Appendix. For the site having built-up area more than 2000 Sqm., the project Incharge / Assistant Incharge should be approved by the Architect.

11.8 The names and specimen signatures of signatories of the Contractor to whom material under schedule 'A' is to be issued, shall be furnished to the Employer with due certification of the Contractor. This is for the sake of ease of issue of material on part of the Employer.

## **12. DEFECTS DURING CONSTRUCTION AND AFTER COMPLETION**

12.1 If any cracks, defects, shrinkage, settlement or any other fault, arising in the opinion of the Architect from materials or workmanship is not being in accordance with the contract, appears during construction and within the Defects Liability Period stated in the Appendix, these shall be corrected and made good to the Architect's satisfaction by the Contractor at his own cost within time limits given by the Architect, failing which, the Employer shall make deduction from any amount due to the Contractor or claim any reasonable amount for the same, the amount being decided at the Architect's discretion. If any fault appear within the Defects Liability Period, but not due to bad workmanship or materials, the Contractor shall carry out due repairs for which the Employer will pay reasonable amount certified by the Architect. If, at any time before the completion of work, any defects are noticed in materials used or in workmanship or if any work is not as per drawings and/or instructions used, the Contractor shall forthwith do the necessary rectifications at his own cost. All cracks in plaster due to shrinkage or weather appearing during the period of execution shall be made good without extra cost, using best available chemical repairs / grouting methods approved by the Architect.

12.2 If at any time, the Architect finds that, in spite of repeated warning, any part of the work is being neglected as regard to materials or workmanship or is not being carried out according to the Architect's instructions, the Architect shall have an authority to impose a fine on the Contractor not exceeding the Token Penalty Amount stated in the Appendix at any time. Such amounts are deductible by the Employer from the amounts due to the Contractor and are to be treated as an additional measure without affection other Conditions of Contract.



12.3 On completion of the defects liability period/s, the Contractor shall immediately inform the Employer and the Architect that the period/s is/are over, whereupon the Employer and/or the Architect shall jointly inspect the building with the Contractor and all defective and incomplete works and damages resulting there from be rectified and put right by the contractor at his own cost as per instructions of the Architect and within the time limits set by him. The Architect will, thereupon, re-inspect the works carried out and report the Employer regarding the refund of the security deposit amount, who will thereupon return it within the period specified in such clause 2.1.

### **13. CERTIFICATE OF VIRTUAL COMPLETION**

13.1 The Contractor shall submit completion report as per prescribed form to the Architect on completion of the whole work under contract. The Contractor shall wash and clean up all floors, walls, doors, windows and all other surfaces, so as to make the work ready to be handed over in a spic and span condition. The Architect will then carry out pre-final inspection of whole work and will make a report regarding defective and incomplete works. The Contractor will, thereupon, proceed with diligence to rectify the defective works and complete the incomplete works and carry out such additional works as per this report and previous visit instructions within the period stipulated by the Architect and send a Compliance report to him. After expiry of the period, the Architect will carry out final inspection of the work. If any work is still remaining defective or incomplete, the Architect shall deduct amount or reduce rates for such works at his absolute discretion, which will be binding on the Contractor.

The works shall not be considered as completed until the Architect has certified in writing that they have been virtually completed and the Defects Liabilities Period shall commence from the date stated in this certificate.

13.2 In case of the work having been substantially completed by the Contractor, but held up on account of execution of work by any other agency or non-occupancy by the Employer, and not due to any fault of the Contractor, then the Architect reserves the right to issue Certificate for substantial Completion, which will have the same meaning as Virtual Completion for all works completed by the Contractor to date. The Architect shall direct the Employer to hold up reasonable amount from Security Deposit for the purpose of non-completed items, which amount will be released by the Employer after the Contractor completes any balance work, which will have to be carried out at the tendered rates only as and when directed and within the periods specified by the Architect and after a reasonable period thereafter. The decision of the Architect in matter of this final clause is final and binding on both the parties.

### **14. STORAGE FACILITIES & SUPPLY OF MATERIALS**

14.1 Notwithstanding anything contained to the contrary in any or all the clauses of this Contract, where any materials for execution of the contract are procured with assistance of the Employer, by purchase made under orders or permits or licenses issued or arranged by the Employer, the Contractor shall hold the said materials economically and solely for purpose of the Contract and not dispose them off without the permission of the Employer and return, if directed by the Employer, all surplus or serviceable materials that may be left with him after completion of the Contract or at its

termination for any reason whatsoever, on being paid or credited such price by the Employer, as shall be determined by the Architect after consultation with him, having due regard to the condition of the materials. The price allowed to the Contractor, however, shall be the price agreed in the Contract, and if no such price is available, it shall not exceed the price (inclusive of transport, loading and unloading) at which these materials were acquired. The decision by the Architect shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor, in addition to throwing himself open to action for contravention of the terms of the licenses or permits and/or for criminal breach of trust, be liable to the Employer for moneys, advantages or profits resulting or which in the usual course would have resulted to him.

14.2 Licenses and permits for all the materials under government control shall have to be obtained by the Contractor. However the Employer shall provide necessary help and assistance in the form of signing and forwarding the necessary documents to the concerned authorities.

14.3 Any material to be supplied by the Employer, will be deemed to have been supplied on site, if supplied at his store at a maximum distance of three kilometers from the site. No extra amount will be paid for transport, loading, unloading, wastage due to laps, cutting to sizes or shapes, etc. The cost of materials supplied will be deducted at the time of the next certificate. All materials supplied to the Contractor shall remain the absolute property of the Employer and shall be made available for inspection of the Employer/Architect.

14.4 For any materials issued by the Employer to the Contractor, 5% or any reasonable proportion for wastage (at the Architect's discretion) will be assumed. Overweight for steel will be paid, after due scrutiny and verification, at the discretion of the Architect. In case of cement supplied by the Employer, if cement less than 5% of these norms is found to have been consumed, deduction shall be made at twice the issue rate for cement not so consumed assuming theoretical consumption based on these norms. Any unused material not returned when asked by the Employer, and wastage/consumption beyond specified limits shall be charged at penal rate to be determined by the Architect. Any wastage material, which in the opinion of the Architect, cannot be efficiently used or is not to be returned to the Employer, but shall belong to the Contractor and he shall remove it from the site after completion of the whole work. The Contractor shall not be entitled to return any material issued to him except when asked for by the Employer, and shall have no claim or compensation on account of any such material supplied to him but remaining unused by him or for any wastage in or damage to any such material. The Contractor shall not be entitled to cartage and incidental charges for returning the surplus materials from and to the stores wherefrom they were issued.

14.5 The Contractor shall make his own arrangement for storage of materials issued to him. He is solely responsible for safe custody and complete protection (from fire, rain, weather etc.) of such materials. The Contractor shall have to make his own arrangements to make good the materials and replacement of damaged materials at his own cost. The store shed must have double locking arrangement and the materials should be taken for use in the presence of the Employer's representative. While it is the Contractor's sole responsibility, the Employer, may, at his own discretion, allow the Contractor to use storage space already available with him.

14.6 Whenever plant and machinery required for the work is available with the Employer, he may, at his discretion, issue it to the Contractor on hire. Notwithstanding

the fact that the machinery may be operated by the Employer's crew, the Contractor shall be responsible to return the plant and machinery in such working condition in which it was issued to him subject to reasonable wear and tear. He shall also be responsible for all damage caused to the said plant and machinery at site of work or elsewhere when in operation or otherwise or during transit, including damage to, or loss of part, as also for losses due to failure to return them soon after completion of operation for which it was issued.

14.7 The Contractor shall be liable to pay all compensation to the Employer's and Architect's staff as per Work-men's Compensation Act, 1923 (VIII of 1923, hereinafter called the said Act), for injuries caused to the Employer's and Architect's staff on the job with the machine at site of work or elsewhere when in operation or otherwise during transit, as through the crew was employed by the Contractor himself. If such compensation is paid by the Employer as principal under subsection (1) of the Section 12 of the said Act on behalf of the Contractor, it should be recoverable by the Employer from the Contractor under sub-section (2) of the said section. Such compensation shall be recovered from the Contractor in the manner laid down for the purpose in the contract.

14.8 If any materials are to be supplied to the Contractor under this contract, the Contractor is bound to use the supplied materials only and is not allowed to use his materials, unless the Architect give the instructions to the contrary in writing.

## **15. MEASUREMENT OF WORK & SCOPE OF RATES**

15.1 The Complete Measurements and the Final Bill will be prepared within the period of Final Measurements, as stated in the Appendix after the completion of the whole work. If any dispute occurs regarding any point of the Contract, this period will be extended at the Architect's discretion. The final bill shall be paid within one month by the Employer after receipt of the bill by him.

15.2 Whenever the Architect intimates that he wants the work to be measured, for cross checking of measurements supplied by the Contractor, the Contractor shall render all assistance to the Architect or his representative in taking measurements and shall furnish all particulars relating to the measurements. If any work is likely to be covered up, the Contractor shall give Notice of Period for Recording Measurements stated in the Appendix in writing, that he wants the work to be measured, failing which, the Architect shall, in his discretion, enter whatever measurements he feels reasonable. The Contractor or his representative shall be present at the time of measurements or when called by the Architect or his representative, failing which the measurements taken by the Architect or approved by him shall be treated as correct. The Contractor shall open up work and make it good afterwards at his own expense when desired by the Architect either to check or recheck it up for quality and workmanship or for checking measurements.

15.3 The doors and windows shall be measured flat inclusive of frames (neglecting cover moulds), unless otherwise stated. Openings will be deducted in full for masonry, plaster and pointing. For plaster and pointing, jambs will be taken into account. All exposed concrete work shall be finished to match the adjoining pointing or finishing work. Such work will neither be deducted from pointing nor finishing work, nor shall it be

claimed extra. No extra rate over and above the contract rates for plaster work will be paid for finishing of chajjas, cornices, fins, drop or return walls, covings, facias etc. unless otherwise specified. The word 'exposed' shall mean visible surfaces after carrying out the surrounding work. No extras shall be paid for rounding of edges and corners, covings at junction of two different works or planes.

15.4 The Architect and his representative shall, at all reasonable times, have access to the work and to the workshop or other places of the Contractor where work is being prepared for the Contract and when work is to be so prepared in workshops or other places of any sub-contractor, the Contractor shall have a term in the Sub-contract so as to secure a similar right of access to those workshop or places for the Architect and his representatives and shall do all things reasonably necessary to make such right effective.

15.5 Measurements of all sizes will be exclusive of thickness affected by finishing work.

15.6 For soling, murum filling and similar items requiring compaction, all thickness shown on drawings are compacted thickness, the Contractor should bring loose material on site taking into account this factor. Also he should note that, for item of supplying materials of such items, number of trips are recorded and get signed from the Employer's/Architect's representative.

15.7 If specifications of any item are upgrade, the Architect after due scrutiny and verification will decide on a multiplying weightage factor to the measured quantity.

15.8 All specified dimensions of wood work are finished dimensions after planning.

15.9 All block excavation is to be paid at tendered rates for excavation, unless stated in the bill of quantities. Lift of excavated quantity will not be paid extra unless stated in the bill of quantities.

15.10 Rates for all R.C.C. work are deemed to be inclusive of drip mould at soffit, as per design given by the Architect, wherever necessary even if they are not expressly specified or shown on drawings. All reinforcement will have PVC cover blocks, at no extra cost. Rates for all plastering and finishing work are deemed to be inclusive of sunk and raised portions, dressing of internal and external corners, coving and rounding for internal portions and where directed and drip moulds at soffits as per design given by the Architect, even if they are not expressly specified or shown on drawings.

15.11 The rates for R.C.C. chajjas, canopies, parapets, return wall etc. include rainwater disposal arrangements by 50 mm PVC pipe "Tee" spouts at intervals, as directed by the Architect, unless stated in the bill of quantities.

15.12 Tarfelt waterproofing treatment, laying of 'Silpaulin' below flooring or like, shall be paid for on laid area basis. The rate for such treatment shall include

coving work like cutting recesses in parapet, inserting the waterproof material inside, etc. No extras will be paid for laps in tarfelt and 'Silpaulin' treatment.

15.13 Rates for items of masonry work are inclusive of any pillars, pilasters, etc., unless otherwise stated.

15.14 Rate for the work of inspection chambers is applicable upto one and half meter clear depth of chamber. Work due to extra depth will be proportionately increased.

15.15 Any extra concrete laid to adjust slopes for drainage is to be paid on cubic meter basis at the rate for plain concrete work.

15.16 The Contractor shall leave or make holes in masonry, concrete, woodwork etc., for plumbing, electrical, drainage, water distribution work and any other services and shall make good the holes afterwards as before, without additional cost to the Employer. All slab / beam junctions will have 50 mm dia. PVC pipe insets, at no extra cost.

15.17 In the case of Lumpsum/ Sq. meter basis tender, unless otherwise specified, the word "Soft Strata" means strata which can be excavated, in the Architect's opinion, without resort to blasting and word "Hard Strata" means all other strata which require blasting.

15.18 Rates for plumbing and drainage works include provision for accessories like plugs, tees, caps etc. for easy maintenance in straight lines and provision for future connections. Rates for water, soil and sullage piping and fixtures include provision for future connection on the same or future upper floors and provision of accessories and fixing in such manner so as to facilitate replacement of the fixtures and maintenance, like plugs, union couplings, etc., the Contractor shall make all provision under this section in a workman like manner, whether particularly specified in drawings, specifications or not.

15.19 In case the basement portion of any structure is fully accessible from any one side, the work above the basement floor will be treated as superstructure.

15.20 Unless and otherwise specific leads for carrying and depositing materials have been mentioned in the bill of quantities, all the rates are applicable to leads within five hundred meters of the structure. Unless otherwise specified, the items for any dismantling work shall be deemed to include depositing serviceable and unserviceable dismantled materials with all vertical lifts and leads upto five hundred meters counted from the farthest boundary of the building/structure to the place of depositing.

15.21 Where there are different plinth levels in one and the same wing/structure, the masonry at the junction of these levels above the lower plinth of building, shall be paid in superstructure (only if there is a rate same item in superstructure). There will be no reduction in the rate for any work below plinth level, if the concerned item is superstructure only in the bill of quantities.

15.22 In case of steel items involving steel like M.S. rounds, Tor steel, Structural steel, plates etc., is paid on weight basis, weight will be calculated as per standard book of weights; in case of reinforcement for R.C.C. work, weight of binding wire will be neglected. In case of structural steel work, weight of welding will be neglected. The Contractor is assumed to have incorporated for burning allowance and wastage up to 5% in his tendered rate. Overweight due to rolling margins will be considered at Architect's discretion, after due verification.

15.23 If no extra charges have been specified for items involving work below or above ground level or above roof level for additional lifts, it should be presumed that rates for such items as shown in drawings and bill of quantities are inclusive of work at additional depths or lifts.

15.24 When the schedule of quantities includes sums in respect of parts of the work and is stated that actual amount is to depend on work done, the Contractor shall be entitled to payment in respect of the items of the work involved or the part of the work in question at the same rates as payable under this contract for each item and for other item or part of the work as per clause 8.1.

15.25 All guarantees for materials or works given by manufactures or specialist agencies specified such as for waterproofing, insulation work etc., shall be handed over to the Employer after completion of the particular items. These guarantees shall be taken in favour of the joint names of the Employer and the Contractor valid till the expiry of the defects liability period and valid in the name of the Employer alone after this period is over.

15.26 In addition to hand ramming, the Contractor shall compact the filling in plinth by using tennis roller for uninterrupted areas from 30 to 500 Sqm. and using power roller for compaction of areas more than 500 Sqm. This additional compaction shall be deemed to have been included in the respective items. If asked, it is mandatory for the Contractor to give standard proctor density test for each 50 Sqm. area at no extra cost.

15.27 The Contractor should bring on site, Diesel pump free of charge while excavation and other operations of dewatering etc., Diesel consumption will be borne by the Contractor.

15.28 The Contractor shall submit detailed measurements writing R.L.'s of grounds/plinth/inverts levels along with application form of Interim Certificate to the Employer / Architect.

15.29 If Architect decides to provide ghisi in cement plaster then one fourth rate of plaster rate per running meter, will be paid to the Contractor, unless stated otherwise in the bill of quantities.

15.30 The Contractor should note that, the width of P.C.C. (1:4:8) for foundation only will be considered for measurement of excavation. Excavation beyond this width will not be considered for payment.

## **16. STANDARDS AND PERFORMANCE OF WORK**

16.1 The Architect's decision regarding quality of materials and workmanship shall be final and binding on the Contractor and the Employer.

16.2 One coat of primer shall be applied in addition to the number of coats specified or normally required in items involving painting work. The tender rates for painting shall be deemed to be inclusive of this work. Where any work includes painting, it shall be deemed to include the normal number of coats and type of painting, generally specified on that side or of type as directed by the Architect. The word 'finishing' includes initial coat of cement mortar in specified proportions and finishing coat of cement mortar in specified proportions using sponage or neeru. The rate of cement plaster, either with neeru or with finishing coat of cement mortar shall remain the same.

16.3 All concrete work shall be weigh batched, machine mixed and machine vibrated. For smaller concreting areas half bag mixer will be used.

16.4 For Ceramic tiles, joint filling compound of a reputed brand approved by the Architect is to be used and not coloured cement.

16.5 If any particular structural steel sections mentioned in the drawing and design are not available, and the Employer and the Architect are convinced accordingly, the alternative sections will be decided by the Architect at his discretion.

16.6 All steel to be used for the fabrication work should be free from rust. Cleaning with kerosene / rust remover will be insisted on before applying primer coat at no extra cost.

16.7 Welding should be as per Architect's written and site instructions and must be done to his entire satisfaction. Both side welding will be insisted on.

16.8 The Contractor shall make his own arrangement for tools, tackles for hoisting and erection. At least one welding set should be kept on site till completion of work. Bolt hole shall drilled and not punched. Automatic / modern types of machinery for welding and cutting will be preferred to ensure best workmanship.

16.9 If directed by the Architect, the Contractor shall make all good holes, chases etc. and shall plug all holes, chases and damage caused by other agencies working on the site and repair them to match the adjoining surfaces. He shall also carry out painting of conduits, water supply piping, electrical boards, PVC pipes, in flat oil paint to match adjoining colour. No extras will be paid for the same.

16.10 The Contractor shall take proper care of the work already executed either by himself or by the other agencies or under execution and shall provide for temporary covers, proper props, supports, bracings, packing, etc., to avoid the structure or work from being unduly stressed during execution or otherwise damaged and to preserve the finishing of the work. On completion of plumbing, drainage and water distribution works, the Contractor shall get them tested at his own cost, to the satisfaction of the Architect before covering them up. He should also give sufficient notice to the Architect to enable him to inspect these works before covering them. All structures containing any liquid shall be tested by the Contractor for leakproofness after filling the structure to full capacity with the liquid for a period of 72 hours, at his own cost. The cost of transporting water or any liquid and filling it in the container shall be borne by the Employer for one time test only. In case of any leakages, the Contractor shall empty and clean the container and rectify the defects to the satisfaction of the Architect and shall, himself, bear the costs of repeated test/tests and transports and filling of water or liquid and emptying and filling the same again and again, if found necessary.

16.11 The tendered rates shall be deemed to be inclusive of all labour, materials and any temporary work necessary for adopting good practices and procedures, all work necessary at the junction of different planes, etc. finishes to ensure good workmanship at all stages of execution, protection of work already done and all directions given by the Architect in these matters, so as to result in a well finished overall job.

16.12 The Contractor shall, without any extra charge, at all stages furnish any data required by the Architect such as levels, falls, slopes etc., to enable him to take suitable decisions required for proper execution of the work.

16.13 'Leaving the site clean' means clearing the site of debris, unused materials, temporary site structures and spreading surplus excavated stuff as directed and vacating the site by the Contractor.

16.14 The item shall be further deemed to include washing and cleaning all glazing, mirrors, flooring and finishing work and all exposed parts of the building from inside and outside, removal of all labels, paint marks, plaster and paint droppings and other defacements, so as to leave the whole completed work and site orderly and in a spic and span condition. It shall also include removal of any broken, cracked or imperfect glazing and their proper replacement prior to cleaning and washing. In case, the Contractor fails to perform this part of the Contract or does not carry out of this work satisfactorily, the Architect, at his discretion, shall reduce the amount upto half percent of the final bill.

16.15 The Contractor will be issued R.C.C. drawings and drawings for structural work with sufficient details to enable an experienced Contractor to carry out the work. The Contractor should prepare his own bar bending schedules, shop drawings for structural steel work, etc., if he feels them necessary to facilitate fabrication work and cutting of carious structural members, bars, plates etc. to exact lengths and sizes and get them approved from the Architect.

16.16 All royalties or other sums payable in respect of the supply and use in carrying out of the work as desired by or referred to in the Contract Bills of any patented articles, process or inventions shall be deemed to have been included in the Contract sum, and the Contractor shall indemnify the Employer from and against all claims, proceedings, damages, coats and expenses which may be brought or made against the Employer or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such articles, processes and inventions.

16.17 Wherever in the specifications mention is made of any product by name, make or catalogue number, it shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor, in such cases, may use any product which is equal to that named, provided that, the Architect is satisfied and prior written approval from the Architect is obtained. This is subject to clause 16.21. The Architect's decision in these respects shall be final and binding on the Contractor.

16.18 Where special makes or brands are called for, they are mentioned as a standard. Other products of equal quality may be used provided approval is first obtained in writing from the Architect. Unless substitutions that are requested and approved, no deviation from the Specification will be permitted. Failure to propose the substitution of any article within 30 days after signing of the Contract or after specific details given by the Architect will be deemed sufficient cause for the denial of request for substitution.

16.19 The Contractor shall indicate and submit evidence in writing of those materials or articles called for in the Specifications that are not obtainable for installation in the work within the time limits of the Contract. Failure to indicate the above, within 30 days after the signing of the Contract or after details given by the Architect will be deemed sufficient cause for the denial of request for the extension of the Contract time.



16.20 A schedule giving dates for the submission of samples shall be included in the schedule described in the Progress Chart. Unless specifically authorized, all samples must be submitted for approval within sixty days of signing the contract and not less than one hundred and twenty days before the date the particular work involved is scheduled to begin. The Architect shall check and approve such samples, with reasonable promptness only for compliance with the design concept of the project and for compliance with the information in the Contract Documents. The work shall be in strictly accordance with the approved samples.

16.21 In special circumstance, the Architect, under intimation to the Employer, may at his absolute discretion, ask the Contractor to use other product's which in his view is/are inferior or superior in specifications and quality and shall suitably decrease or increase the rates for the relevant items anytime before the final bill. The Architect's decision in the matter will be final and binding.

## 17. SAMPLES AND TESTS

17.1 Only materials of make, pattern and design approved by the Architect shall be used in the work. If particular specification for any work is not given, the work shall be carried out in all respects in accordance to the instructions and requirements of the Architect.

17.2 No materials or equipment of which samples are required to be submitted for approval shall be used on the work until such approval has been given by the Architect in writing, save only at the Contractor's risk and expense.

17.3 Following building materials involved in R.C.C. work and steel work shall conform to following ISI specifications. The Architect may, in case of doubt or periodically, ask the Contractor to carry out tests to check the material as to their conformance, with latest revision of Is specifications as follows :

### A] Cement :

a] 33 grade ordinary Portland cement	-	IS 269
b] 43 grade ordinary Portland cement	-	IS 8112
c] 53 grade ordinary Portland cement	-	IS 12269
d] Rapid Hardening Portland cement	-	IS 8041
e] Portland slag cement	-	IS 455
f] Portland pozzolana cement (Fly as based)	-	IS 1489 (Part I)
g] Portland pozzolana cement (Calcined clay based)	-	IS 1489 (Part II)
h] Low heat Portland cement	-	IS 12600 (Part I)

B] Course & fine aggregate - IS 383

C] Water - IS 3025 – 1964 (Part 22 and 23)

- D] Steel :
- a] Mild steel and medium tensile steel - IS 432 (Part I)
  - b] High strength deformed steel ( ) - IS 1786  
Cold twisted deformed bars
  - c] High strength deformed steel ( ) - IS 1139  
Hot rolled
  - e] High drawn steel wire fabric - IS 1566
  - f] Structural steel - IS 2062 – Grade A
- E] Admixtures - IS 9103
- F] Design mix - IS 10262
- G] Nominal mix - IS 456

17.4 Full payment of structural concrete items will be made only after confirmation that the concrete test reports meet the desired minimum strength standards as per IS 516. It is the Contractor's responsibility to take at least six cubes as per latest code practices for every 25 Cum of concrete duly numbered serially and signed by the site in charge, and get them tested at his own cost from the approval laboratory. A log book of test reports is to be kept. In case of interim certificates, the Contractor will be paid only 80% of the full amount due to him, pending these test results. Method of testing for strength of concrete shall be as per latest codes.

17.5 If test of strength of some samples of any structural materials is slightly less than strength as per code standards, the relevant work may be allowed to remain provided if the Architect is satisfied and certifies in writing that the strength of the structure is sufficient to take load or forces which the structure is going to take or resist in its life time. This will be done only after appropriate sand bag load or equivalent test is taken, to the full satisfaction of the Architect. In such cases, the Architect shall reduce the rates for such parts of the work at his absolute discretion. If some strengthening is done by specialized agencies the cost of repairs/rectification will be borne by the Contractor.

17.6 If and when, the Architect shall cause samples of any materials to be tested, the cost of such test shall be defrayed by the Contractor. Also if any structure/part of structure is to be tested, the cost of such test shall be defrayed by the Contractor.

## 18. PROTECTION OF WORK AND PROPERTY

18.1 The Contractor shall take all care and precautions at his own cost to temporarily screen and safeguard the work under construction and shall further provide necessary props, supports etc., to safeguard the existing and adjoining structures including those in adjacent properties, during the execution of work. All damages to these structures, structural or properties, during the execution of work. All damages to these structures, structural or architectural, like breakage of glasses, A.C. sheets, damage to plaster

occurring at any time before certificate of virtual completion etc., will have to be made good by the Contractor. Further, he will take care not to spoil these existing structures by plaster droppings, paint marks etc. He shall thoroughly clean and make good, these structures before handling over work.

18.2 The work shall be kept in progress in such manner and as directed so that it will affect the routine life in portions of work under contract already occupied or in adjoining buildings to a minimum. During the progress of works, the Employer will continue to occupy the existing building or any part of it in contract (till it is handed over for execution) or otherwise, occupy part of premises under contract already completed in part or full; the Contractor shall protect the occupied portion of the building against damage, from infiltration of dust, and from unnecessary intrusion of workmen, and provide independent accesses to these portions and to work under progress.

18.3 During the progress of work, the Contractor shall be responsible for complete protection of the building and its content and of adjacent property on or about which the work is being done. Any damage to property, the building or its contents caused by failure in performance of these requirements must be made good by the Contractor at his own expense and to the entire satisfaction of the Employer, and in default thereof, the Architect may cause the same to be made good by other agencies and recover expense from the Contractor for which the decision of the Architect shall be final.

18.4 The Contractor shall provide necessary barriers, warning signals and other safety measures while excavating, cutting roads or laying pipe and electrical lines etc., on roads or elsewhere as necessary, so as to avoid accidents. He shall also indemnify the Employer against claims for compensation arising out of negligence in this respect.

18.5 The Contractor shall, at his own cost, provide persons, scaffolding, shuttering, ladders, hoists, all necessary tools, equipment and materials necessary for proper execution of the work. He shall, at all times ensure that these are strong enough and in working order for the purpose and shall at all times take adequate precautions to ensure safety of the workers and supervisory staff and prevent entry of unauthorized persons. He shall provide safeguards to any openings and materials which are likely to cause accident. He shall maintain on site first aid equipment and make it available at all times.

18.6 Trees and shrubs designated by the Architect shall be protected from damage during the course of the work and the earth level shall not be changed within one meter of such trees. Where necessary, such trees and shrubs shall be protected by means of temporary G.I. sheeting.

18.7 The Contractor is wholly responsible for the safe storage of materials brought on site or fitted on site by him and the Employer is in no way concerned with any loss, shortcomings, breakages etc., and this shall also not be a valid clause for any extension of time limit for completion of the work.

18.8 The Contractor shall make his own security arrangements to guard the site and premises at all times at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of material and labour. The Contractor shall extend the security arrangements to guard the material stored and/or fixed on the premises by the Employer/Sub-Contractors.

18.9 All types of flooring after final laying and polishing will be protected by plaster of paris layer, to avoid scratches and dents by other working agency and the painting contractor at no extra cost.

## **19. EMPLOYER'S RIGHTS**

19.1 The Contractor shall allow the Employer to occupy and use part or whole of the structure when asked by the Architect in writing. The Contractor shall hand over the completed work to the Employer, after receipt of all legitimate dues and on receipt of letter to that effect from the Architect.

19.2 The Employer, with consent of the Architect, may use the premises or any portion of the site for execution of any specialised work included in this contract. The Contractor is to allow all reasonable facilities like use of scaffolding etc., except tools and materials for execution of such works. The Contractor shall also hand over any space for protected or open storage to any other contractors working on the site, but he shall not be responsible for any loss or safety of materials of other Sub-Contractor.

19.3 If available, the Employer may, at his own discretion and convenience and for the duration of execution of work, make his land available near site for construction of Contractor's field office, godown, workshops, assembly yard, temporary sheds for work or housing of workers required for the execution of the contract. The Contractor shall at his own cost construct all these temporary buildings, shall demolish them when not needed or when directed or after the work is completed, whichever is earlier, remove the debris and leave the site clean. On projects of 5000 Sqm. or more area, the Contractor shall provide, a covered area of 75 Sqm. or more, to serve as school Cum creche. He will employ an 'Anganwadi' worker at his own cost of purpose.

19.4 If at any time before virtual completion of the work, the Employer, with intimation of the Contractor, shall take possession of any parts of the same for handing over to the finishing Contractor or other agency, then, notwithstanding anything expressed or implied elsewhere in this contract :

- a) Such part or parts shall not be deemed to be virtually completed.
- b) The Contractor shall not claim that such part or parts are complete and request refund for amounts pertaining to such part/s.
- c) Virtual completion of such part or parts would occur on the completion of all the related items in this contract pertaining to these parts of the work.

## **20. TERMINATION OF CONTRACT BY THE EMPLOYER**

20.1 If the Contractor, being an individual or a firm, commits any 'Act of Insolvency' or is adjudged insolvent or being and incorporated company, has an order for compulsory

winding up made against it or passes an effective resolution for winding up voluntarily or subject to supervision of the Court and of the Official Assignee or the Liquidator, in such acts of insolvency or winding up, shall be unable, within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security thereof, if so required by the Architect, or

if the Contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued, or

shall suffer any payment under this contract to be attached or on behalf of any of the creditors of the Contractor, or

shall assign or sublet this Contract without first obtaining the consent in writing of the Architect and the Employer, or

shall charge or encumber this Contract for any payments due or which may become due to the Contractor there under, or

if the Architect shall certify in writing to the Employer that the Contractor

- a) has abandoned the Contract, or
- b) has failed to commence the works or has, without any lawful excuse under these conditions, suspended the progress of the works for fourteen days after receiving from the Architect's written notice to proceed, or
- c) has failed to proceed with the works with such due diligence and failed to make due progress as would enable the works to be completed within the time agreed upon, or
- d) has failed to remove materials from site or to pull down and replace work within seven days after receiving written notice from the Architect that the said materials or work were condemned and rejected by the Architect under these conditions, or
- e) 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 been given to the Contractor requiring the Contractor to observe or perform the same, or
- f) has, to the detriment of good workmanship or in defiance of the Architect's instructions, sublet any part of the Contract

then and in any of the said cases, the Employer, with the Architect's written consent may, after giving seven days notice to the Contractor, terminate the Contract or get the whole work or get any part of the work done departmentally or by any other Contractor, without affecting the remaining work as per Contract. And further, the Employer, under instructions of the Architect, by his agent or servants, may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power equipment, utensils and materials, laying upon the premises or the adjoining lands or roads, and use the same as his property or may employ the same by means of

his own servants and workmen in carrying on and completing the works and the Contractor shall not, in any way, interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other persons employed by the Employer for completing and finishing or using the materials and plants for the works. When the works shall be completed or as soon thereafter as convenient, the Architect shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer shall sell the same by public auction and shall give credit to the Contractor for the amount realized. The Architect shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer and expense or loss which the Employer shall have been put to in getting the works completed, and the amount if any owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the certificate of the Architect shall be final conclusive between the parties. In case of termination of whole contract or part thereof under this clause, the Contractor shall have no claim to Compensation or entered into any engagements or made any advances on account of, or with a view of the execution of the work or the performance of the Contract.

20.2 The Employer may, at any time, terminate this Contract for convenience, upon thirty days written notice to the Contractor. Upon issuance of termination notice by the Employer or upon receipt of such notice by The Contractor, the Contractor shall, unless the notice provides otherwise, immediately discontinue all work and the placing of all orders for commodities and shall terminate all existing employment, contractors, orders and sub-contracts. If the Contract is terminated for convenience, the Contractor shall be compensated as if the Contract had been terminated because of Force-majeure.

20.3 If the Contractor is wholly prevented from performance of the Contract for a period in excess of thirty consecutive days because of Force-Majeure, the Employer may terminate this Contract by thirty days written notice delivered to the Contractor and if the period of the Force-Majeure exceeds ninety consecutive days, the Contractor may terminate this contract by thirty days written notice to the Employer. In the event, this Contract is so terminated, the Contractor shall be paid all costs actually incurred (which costs shall not include any other expenses by the Contractor such as loss of profits, salaries of the Contractor's employees, expenses by the Contractor towards maintenance of his establishment etc.) for the work executed up to the date of termination. All measurable work as per estimated items shall be paid at tendered rates only. Failure to agree on an equitable adjustment shall be deemed to be a dispute.

## **21. DISPUTES & ARBITRATION**

21.1 This Contract is under the jurisdiction of Court as stated in the Appendix. If jurisdiction of the court is not stated in the Appendix, it will be jurisdiction of the district court in which the site is situated.

21.2 All dispute and differences of any kind whatever arising out of or in connection with the Contract or the carrying out the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or

breach of the Contract) shall be referred to and settled by the Architect., who shall state his decision in writing. The arbitration fees of the Architect will be equally borne by the Employer and the Contractor. Such decision may be in the form of a Final Certificate or otherwise. The decision of the Architect with respect of any of the accepted matters shall be final and without appeal. But if either the Employer or the Contractor be dissatisfied with decision of the Architect on any matter, question or dispute of any kind (except any of the accepted matters) or as to the withholding by the Architect of any certificate to which the Contractor may claim to be entitled, then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision, give a written notice to the other party through the specify the matters which are in dispute and such dispute or difference, will be referred to the arbitration and final decision of a single Arbitrator, being a qualified technical person, to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single Arbitration, to the Arbitrators both being qualified technical persons, one to be appointed by each party, which Arbitrators shall before taking upon themselves the burden of reference, appoint an umpire.

The Arbitrator, the Arbitrators or the Umpire as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters referred to in clause 3.2 and to determine all matters in dispute which shall be submitted to him or them and of which notice have been given as aforesaid.

21.3 The Employer, the Contractor and the Architect shall produce all relevant papers and drawings relating to this Contract before the Arbitrator/s, when asked by them to do so.

21.4 Regarding the cost of and incidental to every or any such reference and Award respectively in direction of the Arbitrator/s or the Umpire, as the case may be, they themselves may determine the amount thereof or direct contract the same to be taxed as between the Contractor and the Employer or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid. On instructions from the Arbitrator/s or the Umpire, the Employer and the Contractor shall deposit any suitable amounts as asked in one or more installments with him/them. This submission shall be deemed to be a submission to Arbitration within the meaning of the Indian Arbitration Act. 1940 or any modification thereof for the time being in force. The Award of the Arbitrator or Arbitrators or the Umpire as the case may be shall be final and binding on the parties. Such reference except as to the withholding by the Architect of any Certificates under clause 2.2 to which the Contractor alleged completion of the works or until after the practical cessation of the works arising from any cause unless with the written consent of the Employer and the Contractor. Provided always that the Employer shall not withhold the payment of and Interim Certificate nor the Contractor except with the consent in writing of the Architect in any way delay the carrying out of the works by reason of any such matters, question or dispute being referred to Arbitration but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrator or Arbitrators or the umpire as the case may be shall relieve the Contractor of his obligations to adhere to the actual carrying out of the works. The Employer and the Contractor hereby also agree that Arbitration under this clause shall be a condition precedent to any right of action under the Contract.

21.5 This Contract is between the Employer and the Contractor only. In case of dispute, neither the Employer, nor the Contractor, shall make the Architect as one of the parties to the dispute.

## **22. TERMINATION BY THE CONTRACTOR**

22.1 The Contractor may terminate his employment for whole or any part of the work under this contract by ten days notice by Registered A. D. post to the Employer and the Architect, provided no such notice shall be given unreasonably or vexatious, under clauses as below.

a) If the Employer does not pay to the Contractor the amount due on any certificate even after 30 days after the period of honouring certificates has expired, then the Contractor may issue a notice to the Employer that the Employer has not paid the amount payable to him accordingly to the Architect's interim certificate within the period of honouring the interim certificate and if the amount due is not paid to the Contractor within seven days of receipt of the above notice by the Employer.

b) Suspension of the whole or any part of the work under clause 4.5

c) (i) The carrying out the whole or substantially the whole of the uncompleted works (other than the execution of work required under clause 12.1) is suspended for a continuous period of length by reason of Force-Majeure (ii) The Contractor not having received in due time necessary instructions, drawings, details or levels from the Architect for which he had specifically applied in writing on date which having regard to the due date of completion or to any extension of time given by the Architect under clause was neither unreasonably distant from or close to the date on which it was necessary for him to receive the same.

d) Inordinate Delay on the part of Artists, Tradesmen or others engaged by the Employer in executing work not forming part of this Contract.

22.2 Upon such termination, then without prejudice to the accrued rights or remedies of either party or to any liability mentioned in clause 22.1 of these Conditions which may accrue either before the Contractor or any Sub-Contractors shall have removed his or their temporary buildings, plant, machinery, appliances, goods or materials or by reason of his or their so removing the same, the respective rights and liabilities of the Contractor and the Employer shall be as follows, that is to say :

a) The Contractor shall, with all reasonable dispatch and in such manner and with such precautions as will prevent injury, death or damage to persons, animals or things in respect for which before the date of termination he is liable to indemnify the Owner under clause of these Conditions, remove from site all his temporary buildings, plant, machinery, appliances, goods and materials and shall give facilities for his Sub-Contractor to do the same but subject always to the provision of sub clause b-iii.

b) After taking into account amounts previously paid under this contract, the Contractor shall be paid by the Employer.

i) the total value of the work completed as on the date of termination as certified by the Architect.



ii) the total value of work begun and executed but not completed at the date of termination, the value being ascertained mutatis in accordance with clause 5.1 of these Conditions.

iii) the cost of materials or goods properly ordered for the works for which the Contractor shall have paid or of which the Contractor is legally bound to pay and on such payment by the Employer, materials or goods so paid for shall become the property of the Employer.

iv) in case of termination by the Contractor under this clause, the respective financial liabilities of the Employer and the Contractor in respect of this Contract are strictly limited to the above clauses only.

22.3 In case of termination by the Contractor under this clause, the respective financial liabilities of the Employer and the Contractor in respect of this Contract are strictly limited to the above clauses only.

## **23. MISCELLANEOUS**

23.1 The Contractor should expressly undertake at his own expense :

a) to store his apparatus, materials, supplies and equipment in such orderly fashion that the site of the work as will not unduly interfere with the progress of his work or the work of any other agency.

b) Frequently to clean up all refuse, rubbish, scrap, materials and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance, and keep it in good hygienic conditions.

c) to effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications and except with the consent of the Architect not to cut or otherwise alter the work of any other Contractor.

d) to thoroughly clean and leave reasonably dust free all finished surfaces on the interior of all buildings included in the Contract, to wash and clean all glass installed under the contract, including the removal of all paint spatters and other defacements.

e) the Contractor shall at his own expense, make proper arrangements for latrines urinals for his workers.

23.2 All materials, once brought on site, shall be deemed as pledged to the Employer. The materials brought on site must not be hypothecated to Bank or any other party.

23.3 In case, the Employer has taken complete responsibility for preparing interim certificates and final bills, the word 'Architect' shall stand for the Architect himself for all technical purposes and for the Employer for day to day work and all other purposes.

23.4 In case of adoption of any other form of conditions of contract along with this form, then conditions in both the forms are to be followed and in case of variance, the decision of the Architect shall be final and binding on both the parties. In case of adoption of standard Government forms, the following words mentioned therein shall have meaning as follows;

Executive Engineer : Engineer/Architect appointed by the Employer; Superintendent Engineer : The Employer himself in case of an individual and Managing Director or any person holding an equivalent post in case of an institution, corporate body or trust; Chief Engineer : The Employer himself or board of directors or any equivalent executive body of the Employer; Government, Governor : As above or if the Employer so decides, any higher body controlling the Employer.

23.5 Any Treasures, Coins or objects of Antiquity, which may be found at site shall be handed over to the Employer.

23.6 The Contractor shall exercise every care to ensure that all structural members are sufficiently plumb and true to dimensions called for on the drawings to receive prefabricated/finishing elements such as doors, windows, cabinet work, ceramic work, machinery, tiles etc. The Contractor shall also carry out any variations which may be required, rectification in the structural members or involved in remarking or replacing the finishing elements, fabricated to fit into the openings or spaces, as called for in the drawings.

23.7 In case of more than one Contractor for a project, the Contractor whose work does not conform to dimensions called for, shall be liable for all expenses which may have to be incurred for rectification or replacement as may be required by the Architect for the proper installation of other elements. The Architect's decision in this respect shall be final and binding on the parties concerned.

23.8 The matter under any of the particular clauses may be pertinent to other clauses in these conditions of contract and should be read accordingly.

23.9 Double scaffolding especially for external plaster, pointing and painting work, shall be used without extra charge. Appropriate scaffolding for Architect's inspection to inaccessible areas to be provided.

23.10 If, in exceptional cases, the Employer gives any facilities or assistance to the Contractor regarding payments, materials, etc., which are not part of this contract, the Employer has a right to withdraw any of them at any time, which actions shall have no bearing, whatsoever, on the performance of the contract. In case of any excess payment due to such facilities or due to any other reasons made to the Contractor, the same shall be treated as loan due from the Contractor and shall be recoverable from him.

23.11 No extra will be paid of curvilinear or sloping work, unless stated otherwise in the bill of quantities.

23.12 If asked by the Employer / Architect, the Contractor should prepare model for the proposed structure at the required scale at his own cost from the approved model maker, as stated in the Appendix. The Contractor will pay to a model maker, approved by the Architect, an amount not exceeding one sixth percent of the project cost for preparation of scale model of the project.

23.13 If asked, the Contractor should execute some smaller works on the campus, upto 10% of contract value at the same tendered rates.

23.14 The Contractor shall satisfy the Architect / Employer before starting the work as to adequate storage, piping and pumping arrangement for curing purpose.

23.15 The Contractor is assumed to have seen the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be carried out.

**Contractor's Signature**

**Employer's Signature.**

## INDEX

Name of Work : PROPOSED MODIFICATION PROJECT  
FOR SHREE SOMESHWAR S. S. K. LTD; AT SOMESHWARNAGAR,  
TAL - BARAMATI, DIST - PUNE

Construction of 8000 MT Molasses Tank (Civil Work)

<b>Sr.No.</b>	<b>Brief Description of Contents</b>	<b>Pages</b>	
		<b>From</b>	<b>To</b>
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1	Instructions to the tenderer		
2	Brief E- Tender Notice		
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Issued to \_\_\_\_\_

Registered in \_\_\_\_\_ Class RTGS Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_

Contractor.

No. of Corrections

Architect.

## INSTRUCTIONS FOR THE TENDERER

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Sr.No.	Particulars
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**Please do not forget to attach**

1. Receipt of Earnest money received in RTGS by accounting dept. of Karkhana/Mill in support of having paid the earnest money.

**These should be in a separate cover**

2. Valid Income-Tax clearance certificate in original or Photostat copy.
3. A certified or Photostat copy of valid Registration Certificate.
4. Photostat or attested copy of Partnership deed and power of attorney.
5. A list of works tendered for and in hand (Statement No. I)
6. A list of works of similar type and magnitude carried out (Statement No. II)
7. List of machinery and plants available with the tenderer for immediate use on this work (Statement No. III)
8. Details of Technical Personnel on the roll of the tenderer (Statement No. IV)

**Important Note :-** Please note that omission to attach any document is likely to invalidate the E-tender.

Contractor.

No. of Corrections

Architect.

## DETAILED E-TENDER NOTICE

Name of Work : PROPOSED MODIFICATION PROJECT  
FOR SHREE SOMESHWAR S. S. K. LTD; AT SOMESHWARNAGAR,  
TAL - BARAMATI, DIST - PUNE

1. Sealed percentage E- tenders in B-1 form are invited from Contractors registered in category \_\_\_\_\_ and above under the System of approved list of Contractors in Maharashtra State. The name of work, estimated cost, Security deposit, time limit etc. are as under :-

Sr. No.	Name of work	Estimated Cost in Rs.	Earnest money in Rs.	Security Deposit in Rs.	Class of Contractor	Time limit in calendar months
	Refer detailed	E- Tender	Notice			

2. E- Tender form, conditions of contract, specifications and contract drawings can be had on RTGS payment of Rs. \_\_\_\_\_ per set from the office of

On any working day from the \_\_\_\_\_ upto \_\_\_\_\_ during office hours (10 A.M. to 2 P.M.) (except Sunday and Holidays). Postage will be Rs. \_\_\_\_\_ extra for inland. Further information regarding the work can be obtained from the above offices. The tender will be received in the office of the \_\_\_\_\_ on \_\_\_\_\_ upto \_\_\_\_\_ and will be opened on the same day if possible.

Contractor.

No. of Corrections

Architect.

## II

In the presence of such intending tenderers or his/their authorized representatives who may be present at that time. Tenders, sent by post, shall be sent in good time by registered post and must reach by the above time and date. For the late delivery by postal authority, the karkhana will not be responsible.

3.1 The E-tender should be accompanied by an earnest money deposit receipt which should be paid in "RTGS" in Accounting dept. of Karkhana / Mill as a deposit at Call, separately for each work described as earnest money for the work for which the tender is given.

3.2 Earnest money in the form of RTGS only will be accepted.

3.3 The amount of earnest money will be forfeited. In case successful contractor does not pay the amount of initial security deposit within the time specified as stipulated by the Architect and complete the contract documents. In all other cases, earnest money will be refundable.

3.4 The successful tenderer shall have to pay, half the Security deposit in cash or in form of approved security form and the balance is recoverable through running account bill at the percentage stipulated in the Agreement.

3.5 In the event of failure of the tenderer to pay cash security deposit within 10 days (unless extended in writing by the Architect / Karkhana) from date of receipt of notice (sent by registered post) of acceptance of his e-tender, the amount of earnest money shall be forfeited to Karkhana / Mill and the acceptance of his tender, shall be considered as withdrawn. Except that in the event of the notice of acceptance of the tender not being issued within 120 days of the date of opening of tender, the tender shall have the option (to be intimated in writing in good time before the expiry of 120 days period) of withdrawing his tender, in which case the earnest money shall be refundable in full. All the tenders shall be kept open for 120 days from the date of opening of tenders.

3.6 Earnest money of the un-successful tenderers will be refunded on their application only after an intimation of rejection of their E-tender is sent to them or on the expiry of the validity period whichever is earlier.

3.7 The acceptance of the E-tender may be intimated to the contractor telegraphically or otherwise either by the officer competent to accept the tender or by higher authorities such as Architect or Karkhana/Mill and such intimation shall be deemed to be an intimation of acceptance of the tender given by the authority competent to accept the tender.

4.1 Deleted

4.2 In case of B-1 E-Tender, the tenderer shall enter in the blank space on page no.4 of the printed B-1 form under para "Tender for the Work", the percentage in figures and words and score out one of the works "below / above" as necessary under his attestation. In case there is difference between percentage written in figures and words, the lower offer will be taken as final.

5. No pages should be removed from, added in, or replaced in the E-Tender.

Contractor.

No. of Corrections

Architect.

### III

#### 6. Submission of E-Tender :-

The tender should be submitted in two separate sealed covers as under :-

(A) One Sealed cover should contain the following documents only.

I) Forwarding letter clearly indicating the documents attached herewith. In case if contractors desires to submit the tender with any condition etc. these conditions should also be submitted in the first cover.

II) Earnest money in the form of receipted RTGS in Accounting Dept. of Karkhana/Mill.

III) Certificate of registration as approved contractor in the appropriate class or True copy duly attested by Gazetted officer, if any.

IV) An upto-date Income-Tax clearance certificate in original from Income Tax officer of the circle/(Or true copy thereof duly attested by a Gazetted officer). Valid of the date fixed for receipt of tender unless specifically exempted in this respect by the Karkhana/Mill.

V) Details of works of similar type and magnitude carried out by the tenderer as per proforma attached with the tender with the certificate from Head of Office concerned (Statement No. II)

VI) Details of other works in hand (Statement No. I)

VII) Details of plant and machinery immediately available with the tender for use on this work as per proforma attached with the tender (Statement No. IV)

IX) In case of Partnership Firm, attested copy of partnership deed and Power of Attorney should be attached.

(B) The other sealed cover should contain the tender set itself superscribing the name of work. Both the sealed covers should be together submitted to Karkhana

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7. Opening of tenders :- (i) The authority competent to open the tenders will first open the sealed cover as mentioned in 6(A) above, in the presence of the tenderers of their authorized representatives as may be present on the date and time mentioned in this notice. All the quotations thus received will first be examined by the authority opening the tender and clarifications sought if necessary on the conditions which may be have been stipulated by the tenderer and are at variance with the stipulations of the notice inviting tenders.

(ii) The second sealed cover containing the 'Sealed Quotation' will be opened in the presence of tenderers or his authorized representative only after the part of the tender referred to above has been scrutinized and the conditions got clarified if necessary.

Contractor.

No. of Corrections

Architect.



(iii) The sealed quotations based on the Architect's Design as well as tenderer's alternative design when so permitted will be considered for opening, only when the authority opening the tenders is satisfied about the compliance of conditions as mentioned in 'A' of para 6. Otherwise the sealed cover containing the quotations will not be opened at all, but will be returned to the tenderer treating it as invalid and his acknowledgement obtained in token of the same.

8. The contractor will have to sign the original copy of the tender papers and the drawings according to which the work is to be carried out. He shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions, availability of labour and materials and that he has quoted his rates with due considerations to all these factors.

9. The right is reserved to revise or amend the contract documents prior to the date notified for the receipt of tenders or extended date. Such deviations, amendments or extensions, if any shall be communicated in the form of Corrigendum by letter or / and notice in News Papers as may be considered suitable.

10. The tenderer shall, in the letter forwarding the tender, state any points he may wish to make in addition to all points prescribed to be started under the specifications and conditions of this contract. The Karkhana reserve the right to reject any tender if the same becomes a conditional tender there-by.

11. **Examination of drawings and site conditions :-** The tenderer shall, in his own interest, carefully examine the drawings, conditions of contract, specifications etc. He shall also inspect the site and shall acquaint himself about the climate, physical and all other conditions prevailing at site, the nature magnitude, special features practicability of the works, all existing and required means of communications and access to site, availability of housing and other facilities, the availability of labour and materials, labour camp site, stores and godowns etc. He shall obtain necessary information as to the risk, contingencies and other circumstances which may affect or influence the tender. No claims on any of the above or any other factors will be entertained by the Karkhana / Mill should there be any discrepancy, doubt or obscurity as to the meaning of any of the tender documents or as to the instructions to be observed by him, he shall set forth in writing such discrepancy or doubt or obscurity and submit the same to the Architect for elucidation as soon as possible.

12. The tender submitted by the tenderer shall remain valid for a period of 120 days from the due date of opening of tender. Also see para 2 of the General Rules etc. of contract form.

13. The contractor(s) whose tender is accepted is required to note that no foreign exchange will be released by the Karkhana / Mill.

14. Tenders, which do not fulfill all or any of the conditions or are incomplete in any respect are liable to summary rejection.

15. Right to reject any or all tender without assigning reasons therefore is reserved. The acceptance of the tender lies with the Karkhana / Mill.

16. The notice inviting tender shall form part of the tender agreement.

Contractor.

No. of Corrections

Architect.

17. The successful tenders will be required to produce to the satisfaction of the specified concerned authority, a valid and concurrent license issued in his favour under the provision of the Contract Labour (Regular and Abolition) Act 1970, before starting the work. Failure to do so, acceptance of the tender shall be liable to be withdrawn and security deposit forfeited.

Contractor.

No. of Corrections

Architect.

# FORM B-1

## PERCENTAGE RATE E-TENDER AND CONTRACT FOR WORKS

**KARKHANA / MILL :** PROPOSED MODIFICATION PROJECT  
FOR SHREE SOMESHWAR S. S. K. LTD; AT SOMESHWARNAGAR,  
TAL - BARAMATI, DIST - PUNE

**NAME OF ARCHITECT :** BERI URBAN AND ENVIRONMENTAL PLANNERS LLP.,  
'GUMPHA', TARABAI PARK, KOLHAPUR-416 003.

**NAME OF WORK : Construction of 8000 MT Molasses Tank (Civil Work)**

General Rules and Directions for the Guidance of contractors.

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender available in the office of the Architect and signed by the Architect.

This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, duties and ground rents will be granted. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Architect during office hours.

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Karkhana / Mill such specifications with designs and drawings shall form part of the accepted tender.

2. In the event of the E-tender being submitted by a firm it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorising him to do so.
- 2(A) i) The contractor shall pay alongwith the E-tender the sum as specified in Clause-1 of memorandum (page 4) as and by way of earnest money. The contractor may pay the said amount by forwarding alongwith the tender cash Receipt of Demand Draft received by the Accounting Department of Karkhana / Mill for the like amount of earnest money shall not carry any interest what so ever.
- ii) In the event of his E-tender being accepted, subject to the provisions of sub-clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General Conditions of Contract.
- iii) If, after submitting the E-tender, the contractor withdraws his offer, or modifies the same or it after the acceptance of his tender the contractor fails to furnish the balance of security deposit without prejudice to any other rights and powers of the Karkhana / Mill, hereunder, or in law Karkhana / Mill shall be entitled to forfeit the full amount of the earnest money deposited by him.
- iv) In the event of his E-tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under the provisions of sub-clause (iii) above, be refunded to him on his passing receipt therefore.

Contractor.

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3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their E-tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a E-tender shall fill up the usual form stating at what percentage above or below the rates specified in Schedule 'B' (memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the estimated rates / schedule rates shall be named. Tenders which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, of any sort will be liable for ejection. No printed form of tender shall include a tender for more than one works but if contractor who wishes to tender two or more work, they shall submit separate tender for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.
5. The duly authorized person from the Karkhana / Mill shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of tender being rejected the competent officer shall authorize the Accounts office concerned to refund the amount of earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money.
6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Karkhana / Mill unless it is signed by the competent person duly authorized by the Karkhana / Mill to sign on its behalf.
8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Karkhana / Mill and their rates shall be filled in and completed by the office of the Architect before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.
9. All works shall be measured net by standard measure and according to the rules and customs of the Public Works Department and without reference to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.
11. Every unregistered contractor shall, (unless exempted in writing by the Karkhana / Mill concerned) produce alongwith his tender a solvency certificate to the extent of 20% of the tendered cost of work from the Collector of the District or Tahsildar of Taluka within which the he resides or a Banker's certificate of his financial stability. If he fails to produce such a certificate his tender will not be considered.

OR

Every registered contractor should produce alongwith his tender certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry if any.

12. All corrections and additions or pasted slips should be initialed.
13. The measurements of work will be taken according to the usual methods in use in the Public Works Department and no proposals to adopt alternative methods will be accepted. The Architects decision as to what is the usual method in use in the Public Works Department will be final.
14. The tendering contractor shall furnish a declaration alongwith the tender showing all works for which he has already entered into contract, and the value of work that remains to be executed in each case on the date of submitting the tender, in the form at (Appendix 'D') Statement No.1.
15. Every tenderer shall furnish alongwith the tender, information regarding the income-tax circle or ward of the district in which he is assessed to income-tax the reference to the number of assessment and the number of assessment and the assessment year, and a valid Income Tax clearance certificate.
16. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Karkhana / Mill for the purpose of plant and machinery required for the execution of the work contracted for (GCB/PWD/CFM/1058-62517 dt. 26-9-59).
17. The contractor will have to construct shed for storing controlled and valuable materials issued to him under schedule 'A' of the agreement, at the work site, having double locking arrangement. The materials will be taken for use in the presence of the Karkhana / Mill person. No materials will be allowed to be removed from the site of works.
18. No contractor shall also give a list of machinery in their possession and which they propose to use on the work in the form of statement No. III.
19. Every un-registered contractor should furnish along with tender a statement showing previous experience in the form of statement No. II and technical staff employed by him, in the form of statement No. IV.
20. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and abolition Act 1973) before starting work, failing which acceptance of the tender will be liable for withdrawl and earnest money will be forfeited to Government.
21. The contractor shall comply with the provision of the Apprentices Act 1961 and the rules and others issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Karkhana / Mill may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

Contractor.

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## E-TENDER FOR WORKS

\* In figures as well as in words

I/We hereby tender for the execution for the Karkhana / Mill (hereinbefore and hereinafter referred to as Karkhana / Mill) of the work specified in at\*..... percent below / above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in clause 12 of the annexed conditions of the contract and agree that when materials for the work are provided by the Karkhana / Mill such materials and the rate to be paid for them shall be as provided in Schedule 'A' hereto.

### MEMORANDUM

(a) If several sub-works are included they should be detailed in a separate list

1. (a) General Description : Construction of  
8000 MT Molasses Tank  
(Civil Work)

(b) Estimated Cost Rs. 66,94,218/-

(c) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 204 and 205 of the M.P.W. manual

(c) Earnest Money Rs. 67,000/-

(d) This deposit shall be in accordance with paras 211 and 212 of the M.P.W. Manual

(d) Security Deposit

i) Cash (not less than the amount of earnest month. Rs. 2.5%

ii) To be deducted from current bills Rs. 2.5%

**Total** Rs. 5%

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 according to the requirement of the case where security deposit is taken (see note 1 to clause 1 of conditions of contract.

(e) Percentage, if any to be deducted from bills so as to make up the total amount required as security deposit by the time, half the work, as measured by the cost, is done. percent

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from the **Two** calendar months date of written order to commence.

Contractor.

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2. I/We agree that the offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me / us by notice in writing duly addressed to the authority opening the tenders and sent by registered post AD or otherwise delivered at the office of such authority receipt of earnest money received in RTGS by the Accounting Department of Karkhana / Mill or term deposit receipt

for a period of one year receipt No. Date in respect to the sum of Rs.\* in words forwarded.

The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Karkhana / Mill should I / We fail to (i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the Karkhana / Mill and furnish the security deposit as specified in item (d) of the memorandum contained in Paragraph (i) above within the time limit laid down in clause (1) of the annexed General Conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me / us if so desired by me / us in writing, unless the same or any part thereof has been forfeited as aforesaid.

I / We have secured exemption from payment of earnest money after executing the necessary bond in favour of the Karkhana / Mill a true copy of which is enclosed herewith, should any occasion for forfeiture of earnest money for this work arise due to failure on my / our part to (i) abide by the stipulations to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents and furnish security deposit as specified in item (d) of the memorandum contained in paragraph (i) above within the time limit laid down in clause (1) of the annexed General conditions of the contract the amount payable by me / us may at the option of the Karkhana / Mill be recovered out of the amount deposited in lumpsum for securing exemption in so far as the same may extend in terms of the said bond and in the event of the deficiency out of any other moneys which are due or payable to me / us by the Karkhana / Mill under any other contract or transaction of any nature whatsoever or otherwise.

4. Should this tender be accepted I / We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeit and pay to Karkhana / Mill the sums of money mentioned in the said conditions.

Receipt No. dated from the Accounting Department of Karkhana / Mill in respect of the sum of Rs. is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Karkhana / Mill should I / We not deposited the full amount of security deposit specified in the above memorandum, in accordance with clause I (A) of the said conditions, otherwise the said sum of Rs.

Amount to be specified in words and figures

Strike out (a) if no cash security deposit is to be taken

Contractor.

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Contractor Signature of contractor before  
Submission of tender

Address

Dated Day of 20

(Witness) Signature of witness to  
Contractor's signature

Address

(Occupation)

The above tender is hereby accepted by me for and on behalf  
of the Karkhana / Mill

Dated Day of 20 Signature of the  
Officer by whom accepted

**CONDITIONS OF CONTRACT**

**Clause 1** – The person / persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by a repugnant to the context include his heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by the Karkhana / Mill if the Karkhana / Mill thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender, deposit with the Karkhana / Mill in cash or Govt. securities endorsed to the Karkhana / Mill (if deposited for more than 12 months) of sum sufficient which will make up the full scrutiny deposit specified in the tender or (B) (Permit Karkhana / Mill at the time of making any payment to him for work done under the contract to deduct such as will amount to\* percent of all moneys so payable such deductions to be held by Karkhana / Mill by way of security deposit). Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to percent of the total estimated cost of the work, it shall be lawful at the time of making any payment to the contractor for work done under the contract to make up the full amount of percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Karkhana / Mill under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security

Security deposit

PWD Resolution No.  
CAT/1087/CR-94/Bldg-2  
dt. 14-6-89.

\* **NOTE:** This will be the some percentage as that in the tender at (e)

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deposit or from the interest arising therefrom, or from any sums which may be due or may become due by Karkhana / Mill to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or securities endorsed as aforesaid any sum or sums, which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired in writing.

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid by tenderer, the tender / contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded alongwith the payment of the final bill, if the date upto which the contractor has agreed to maintain the work in good order is over. If such date is not over, only 90% amount of security deposit retained by the Karkhana / Mill shall be released after expiry of period upto which the contractors have agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period upto which the contractor has agreed to maintain the work in good order, then subject to provision of clauses 17 and 20 hereof the amount of Security Deposit retained by Karkhana / Mill shall be adjusted towards the excess cost incurred by the Karkhana / Mill on rectification work.

**Clause 2** – The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through the stipulated period of the contract be proceeded with, will all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent, or such smaller amount as the Architect (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tenderer for every day that the work remains uncommenced, or unfinished after the proper dates.

Compensation for delay

Contractor.

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And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

of the work in	of the time
do	do
do	do

**\*Note** – The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the officer competent to accept the contracts after taking into consideration the circumstances of each case and abide by the programme of detailed process laid down by the Architect.

The following proportion will usually be found suitable :

in 1/1, 1/2, 3/4 of the time

Reasonable progress of earth work, 1/6, 1/2, 3/4 of the total value of work to be done

Do. Do. of masonry work 1/10, 4/10, 8/10 Do. Do.

In the event of the contractor failing to comply with the conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Architect (whose decision in writing shall be final) may decide of the said estimate cost of the whole work for every day the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender. Architect should be the final authority in this respect. Irrespective of the fact that the tender is accepted by Karkhana / Mill.

**Clause 3** - In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by installments or in case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Engineer, on behalf of the Karkhana / Mill, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Karkhana / Mill.

Action when whole of security deposit is forfeited

(a) To rescind the contract (for which rescission notice in writing to the contractor under the letterhead of Karkhana / Mill shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Karkhana / Mill.

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(b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Architect as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

(c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of work executed by the new contract agency will be debited to the contractor and value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Architect as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor. In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the Architect shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors the amount of excess shall be deducted from any money due to the contractor by Karkhana / Mill, under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however, that contractor shall have no claim against Karkhana / Mill even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided

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always that whichever of the three courses mentioned in clause (a), (b) or (c) is adopted by Karkhana / Mill, the contractor shall have to claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered in to any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract.

**Clause 4** – If the progress of any particular portion of the work is unsatisfactory the Architect or Karkhana / Mill shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause-2, be entitled to take action under clause 3 (b) after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory

**Clause 5** – In any case which any of the powers conferred upon the Architect or Karkhana / Mill by clause 3 and 4 hereof shall have become exercise thereof shall not constitute a waving of any of the conditions hereof and such powers, shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Architect or Karkhana / Mill taking action under sub-clause (b) or (c) of Clause 3, he may, if he so desires, take possession of all any tools and plant, materials and stores in or upon the work of the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Architect whose certificate thereof shall be final. As an alternative the Karkhana / Mill may, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent, require him to remove such tools and plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Karkhana / Mill may remove them of the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Architect as to the expense of any such removal and the amount of the proceeds and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action is not taken under clauses 3 and 4.

Power to take possession of or requires removal of or sell contractor's plant

Contractor.

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**Clause 6** – If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Karkhana / Mill before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Karkhana / Mill on consultation with the Architect, if in his opinion, there were reasonable grounds for granting an extension, grant such extension as it thinks necessary or proper. The decision of the Karkhana / Mill in this matter shall be final.

Extension of time.

**Clause 7** - On the completion of the work the contractor shall be furnished with a certificate by the Architect (herein-after called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, door, windows, wall, floor or other parts of any building in possession for the purpose of executing the work, nor until work shall have been measured by the Architect / Karkhana / Mill or where the measurements have been taken by his subordinate unit they have received approval of the Architect, the said measurement being binding and concluding against contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Karkhana / Mill may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually released by the sale thereof.

Final Certificate

**Clause 8** - No payment shall be made for any work established to cost less than rupees one thousand till after the whole of work shall have been completed and certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting a monthly bill thereof to receive payment proportionate to the part of the work then approved and passed by the Architect whose certificate of such approval and passing of the sum so payable be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Architect from requiring any bad, unsound imperfect or Contractor.

Payment on intermediate certificate to be regarded as advance.

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unskillful work to be removed or taken away and re-constructed or re-erected nor shall it conclude determine or effect in any other way the powers of the Architect as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Architect certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

**Clause 9** – The rates for several items of work estimated to cost more than Rs.1000 agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Architect may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Payment at reduced rates on account of work not accepted as completed, to be at the discretion of the Architects.

**Clause 10** – A bill shall be submitted by the contractor in each month or before the date fixed by the Karkhana / Mill for all work executed in the previous month, and the Karkhana / Mill shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Karkhana / Mill may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant, and Karkhana / Mill may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly

**Clause 11** – The contractor shall submit all bills on the printed forms to be had on application at the office of the Karkhana / Mill. The charges to be made in the bills shall Always be entered at the rates specified in the tender or in The case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

**Clause 12** – If the specification of estimate of the work provides for the use of any special description of material to be supplied from the store of the Karkhana / Mill or it is required that the contractor shall use certain stores to be provided by the Karkhana (such material and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning Contractor.

Stores supplied by Karkhana / Mill

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or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter become due to the contractor under the contract or otherwise, or from the security deposit or the proceeds of sale thereof if the security deposit is held in Government Securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Karkhana / Mill and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the Karkhana / Mill. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Department store of the Karkhana / Mill so requires by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with consent of the Karkhana / Mill and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

**Clause 12 (A)** – All store of controlled materials such as cement, steel etc. Supplied to the contractor by Karkhana should be kept by the contractor under lock and key and will be accessible for inspection by the Karkhana and Architect at all the times.

**Clause 13** – The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully, to the designs, drawings and instructions in writing relating to the work signed by the Architect or Karkhana / Mill and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive one set of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working and working drawings if required by him, shall be supplied at the rate of Rs.20 per set of contract. Drawings and Rs. 20 per working drawing except where otherwise specified.

Works to be executed in accordance with specifications drawings orders etc.

Contractor.

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Architect.

**Clause 14** – The Architect shall have power to make any alteration in or additions to the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Architect and such alteration shall not invalidate the contract and any additional work which is contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work for which no rate is specified in this contract, then such class o work shall be carried out at the rates entered in the Schedule of Rates of the Division or at the rates mutually agreed upon between the Architect and the contractor, whichever are lower, if the additional or altered work for which no rate is entered in the schedule of rates of the Division is ordered to be carried out before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Karkhana / Mill and Architect of the rate which it is his intension to charge for such class of work and if the Architect / Karkhana / Mill does not agree to this rate, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or incure any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Architect. In the event of a dispute the decision of Architect will be final.

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

The time limit for the completion of the work shall be extended in the proportion that increase in its cost occasioned by alterations or additions bears to the cost of the original contract work, and the certificate of the Architect as to such proportion shall be conclusive.

Alterations in specifications and designs not to invalidate contract

Rates for works not entered in estimate or schedule of rate of the district.

No claim to any payment or compensation for alteration in or Restriction of work

Contractor.

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Architect.



**Clause 15** – (1) If at any time after the execution of the contract documents the Architect / Karkhana / Mill shall for any reason what-so-ever (other than default on the part of the contractor for which the Karkhana / Mill is entitled to rescind the contractor) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Architect as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have not claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

No claim to any payment  
or compensation for  
alteration in or  
restriction of work

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Karkhana / Mill within 30 days of the expiry of the said Period of 90 days of such intention and requiring the Karkhana / Mill to record the final measurement of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Karkhana / Mill shall proceed to complete the measurements and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provision of this clause.

(3) Where the Karkhana / Mill required to contractor to suspended the work for a period in excess of 30 days at any time of 60 days in the aggregate, the contractor shall be entitled to apply to the Karkhana / Mill within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained

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idle on the site or on the account of his having to pay the salary or wages of labour engaged by him during the said period of suspension of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Architect in this regard shall be final and conclusive against the contractor.

(4) In the event of -

- (i) Any total stoppage of work on notice from Karkhana / Mill under Sub-Clause (2) in that behalf
- (ii) Withdrawal by the contractor from the contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days

or

- (iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission on submission in the specification, drawings, designs or instructions under clause 14 (1) where such curtailment beyond 25 percent at the rates for the item specified in the tender is more than Rs.5000/-.

No claim to compensation on account of loss due to delay in supply of material by Karkhana

It shall be open to the contractor within 90 days from the service of (i) the notice of stoppage of work of (ii) the notice of withdrawal from the contractual obligations under the contractor on account of the continued suspension of work or (iii) notice under clause 14 (1) resulting in such curtailment to produce to the Karkhana / Mill satisfactory documentary evidence that he had purchased or agreed to purchase the material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Karkhana / Mill to take over on payment such material at the rates determined by the Architect, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The Karkhana/ Mill shall thereafter take over the material so offered provided the quantities offered, are not in excess of requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Architect.

**Clause 15-A** – The contractor shall not be entitled to claim any compensation from Karkhana / Mill for the loss suffered by him on account of delay by Karkhana / Mill in the supply of materials entered in Schedule A, where such delay is caused by

- (i) Difficulties relating to the supply of railway wagons
- (ii) Force majeure
- (iii) Act of God

No claim to compensation on account of loss due delay in supply of material by Karkhana / Mill

Contractor.

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(iv) Act of enemies of the State or any other reasonable cause beyond the control of Karkhana / Mill.

In the case of delay in the supply of materials, Karkhana/ Mill shall grant such extension of time for the completion of the work as shall appear to the Architect to be reasonable in accordance with the circumstances of the case. The decision of the Architect as to the extension of time shall be accepted as final by the contractor.

**Clause 16** – Under no circumstances whatever shall the Contractor be entitled to any compensation from Karkhana / Mill on any account unless the contractor shall have submitted a claim in writing to the Architect within one month of the case of such claim occurring.

Time limit for unforeseen claim

**Clause 17** – If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Karkhana / Mill or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with contract, it shall be lawful for the Architect / Karkhana / Mill to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, credited and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Architect / Karkhana / Mill in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues and in the case of an such failure the Karkhana / Mill may rectify or remove and re-execute the work or remove, and replace the materials or articles or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Architect consider that any such interior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may therefore.

Action and compensation payable in case of bad work.

PWD Resolution No.CAT-1087/CR-CR-94/Bldg.-2 dt. 14.6.89.

**Clause 18** – All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Architect and dis-subordinates and the contractor shall at all times during Contractor.

Work to be open to inspection

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usual working hours, and at all other times at which reasonable notice of the intention of the Architect and his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have reasonable agent duly accredited in writing present for that purpose. Orders given to the contractor `s duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Contractor or responsible agent to be present

**Clause 19** – The contractor shall give not less than five days’ notice in writing to the Architect or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach of measurements and shall not cover up or place beyond the reach of measurements any work without the consent in writing of the Architect / Karkhana / Mill or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor’s expense and in default thereof no payment or allowances shall be made for such work or for the materials with which the same was executed.

Notice to be given before work is covered up.

**Clause 20** – If during the period of twelve months from the date of completion as certified by the Architect pursuant to Clause – 17 of the contract the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Karkhana / Mill duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defence specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Architect in the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice, the Karkhana / Mill get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the Karkhana / Mill the amount of such costs, charges and expenses sustained or incurred by the Karkhana / Mill of which the certificate of the Architect / Karkhana / Mill shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and on the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Karkhana / Mill the same may be recovered from the Contractor.

Contractor liable for damage done and for imperfections.

PWD Resolution No. CAT-1087/CR-94/ Bldg.-2 dt.14-6-89

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contractor as arrears of land revenue. The Karkhana / Mill shall also be entitled to deduct the same from any amount which may be then be payable or which may thereafter become payable by the Karkhana / Mill to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by the Karkhana / Mill.

**Clause 21** – The contractor shall supply at his own cost all material (except such special materials if any as may in accordance with the contract, be supplied from the stores), plant, tools, appliances, equipments, ladders, cordage, tackle, scaffolding and temporary works, requisite or proper for the proper execution of the work, wheather, in the original, altered or substituted form and wheather included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Architect / Karkhana / Mill as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work or the materials, failing which the same may be provided by the Karkhana / Mill at the expenses of the contractor and the expense may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expense of defence of every suit action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with consent of the contractor be paid for compromising any claim by any such person.

Contractor to supply plant, ladder, scaffolding etc.

And is liable for damages arising from non-provisions of light, fencing etc.

List of machinery in contractors possession and which they propose to use on the works should be submitted along with the tender.

**Clause 21 A** – The contractor shall provide suitable scaffolds and working platforms, gangways and stairway and shall comply with the following regulations in connections therewith -

- (a) Suitable scaffolds shall be provided for workmen for all works that can not be safely done from a ladder or by other means.

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- (b) A scaffold shall not be constructed, taken down or substantially altered except
  - (i) Under the supervision of a competent and responsible person;
  - and
  - (ii) as far as possible by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and ladders shall
  - (i) be of sound material
  - (ii) be of adequate strength having regard to the loads and strains to which they will be subjected and
  - (iii) be maintained in proper condition
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be over loaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffold.
- (g) Scaffold shall be periodically inspected by the competent person.
- (h) Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations here-in-specified.
- (i) Working platform, gangways stairways shall
  - (i) be so constructed that no part thereof can sag unduly or unequally.
  - (ii) be so constructed and maintained having regard to prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and
  - (iii) be kept free from any unnecessary obstruction
- (j) In the case of working platform, gangways, working places and stairways at the height exceeding 3 meters
  - (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety
  - (ii) Every working platform and gangway shall have adequate width and
  - (iii) Every working platform, gangway, working place and stairway shall be suitably fenced.
- (k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.

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- (l) When persons are employed on roof where there is a danger of falling from a height exceeding 3 meters suitable precautions shall be taken to prevent the fall of persons or materials.
- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
- (n) Safe means of access shall be provided to all working platforms and other working places.
- (o) The Contractor(s) will have to make payments to the labourers as per minimum wages act.

**Clause 21 B** – The contractor shall comply with the following Regulations as regards the Hoisting Appliances to be issued by him :-

- (a) Hoisting machine and tackle, including their attachments, anchorages and support shall –
  - (i) be of good mechanical construction, sound material and adequate strength and free from patent defect and
  - (ii) be kept in good repair and in good working order.
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (c) Hoisting machine and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined position at intervals to be prescribed by the Architect/Karkhana/Mill.
- (d) Every chain, ring, hook, shackle swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examines.
- (e) Every crane driver or hoisting appliance operator shall be properly qualified.
- (f) No person who is below the age of        years shall be in control of any hoisting machine, including any scaffold which or give signals to the operator.
- (g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means.
- (h) Every hoisting machine and all gear referred to in proceeding regulation shall be plainly marked with the safe working load.

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- (i) In the case of hosting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated.
- (j) No part of any hosting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors, gearing transmissions, electric wiring and other dangerous part of hosting appliances shall be provided with efficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to minimum the risk of the accidental descent of the load.
- (m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

**Clause 22** – The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Architect. When such permit is given and also in all cases when destroying out or dug up trees brushwood, grass etc. fire; the contractor shall take the necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him.

Measure for prevention of fire.

**Clause 23** – Compensation for all damages done intentionally or unintentionally by contractor’s labour whether in or beyond the limits of Karkhana/Mill property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Architects or such other officer as he may appoint and the estimate of the Architects subject to the decision of the Architect / Karkhana / Mill on appeal shall be final and the contractor as damages in the manner prescribed in clause 1 or deducted by the Karkhana / Mill from any sums that may be due or become due from Karkhana / Mill to contractor under this contract or otherwise.

Liability of contractor for any damage done in or outside work area.

The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

**Clause 24** – The employment of female labours on works in neighborhood of soldier’s barracks should be avoided as far as possible.

Employment of female labour.

**Clause 25** – No work shall be done on Sunday without the Sanction in writing of the Karkhana.

Work on Sunday.

Contractor.

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**Clause 26** – The contract shall not be assigned or subject without the written approval of the Karkhana / Mill. And if the contractor shall assign or sublet the contract or attempt so to do or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants agents to any public officer or person in the employ of Karkhana / Mill may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Karkhana / Mill and the same consequences shall ensure as if the contract had been rescinded under Clauses 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under contract.

Work not to subject.

Contract may be rescinded and security deposit forfeited for subletting if without approval or for bribing a public officer or if contractor becomes insolvent.

**Clause 27** – All sums payable by a contractor by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Karkhana / Mill without reference to the actual loss or damage sustained, and whether any damage has been sustained.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

**Clause 28** – In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the contractor to the Karkhana / Mill for his information.

Changes in the constitution of firm to be notified.

**Clause 29** – All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Architect, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Direction and control of the Architects.

**Clause 30** – Except where otherwise specified in the contract and subject to the powers delegated to him by Karkhana / Mill under the Code, rules, then in force the decision of the Architect for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specification, designs, drawings and instructions hereinbefore mentioned and as to the quality and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter, or thing whatsoever, in any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

Direction and control of the Architect.

Contractor.

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**Clause 31** – The contractor shall obtain from the Karkhana/Mill stores, all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in marking up an articles enquired therefore or in connection therewith unless he has obtained permission in writing from the Architects to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Karkhana / Mill will be debited to the contractor in his account at the rates shown in the

Stores of European or American manufacturer to be obtained from the Karkhana / Mill, if any.

include the cost of carriage and other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

**Clause 32** – When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitles to payment in respect of the items of work involved or the part of the work in question at the same rates as per payable under this contract for each item, or if the part of work in question is not in the opinion of the Architect capable of measurement, the Architect may as his discretion in writing to the Architect shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Lumpsums in estimates.

**Clause 33** – In the case of any class of work for which there is no such specification as is mentioned in rule-1 such work shall be carried out in accordance with the P.W.D. specifications, and in the event of there being No P.W.D. specifications, then in such case the work shall Be carried out in all respects in accordance with all Instructions and requirements of the Architect.

Actions where no specifications.

**Clause 34** – The expression 'works' or 'work' where used in these conditions shall unless there be something the subject or context repugnant to such construction, be construct to mean the work or works contracted to be executed under or in virtue of the contract, wheather temporary or permanent and wheather original, altered, substituted or additional.

Definition of work.

**Clause 35** – The percentage referred to in the tender shall be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.

Contractor's percentage whether applied to or Gross amount of bill.

**Clause 36** – The contractor shall be responsible for and shall pay any compensation to is workmen payable under the Workmen's Compensation Act 1923 (VII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation payable is paid by Contractor.

Compensation under Workmen's Compensation Act.

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Karkhana / Mill as principle under Sub-Section (1) of Section 12 of the said Act on behalf of the Contractor, it shall be recoverable by Karkhana / Mill from the Contractor under Sub-Section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

**Clause 36-A** – The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Karkhana/ Mill the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of Karkhana / Mill from any amount due or that may become due to the contractor.

**Clause 36-B** – The contractor shall provide all necessary Personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.

(a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

(b) When work is carried on in proximity to any place where there is a risk of drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

(c) Adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.

**Clause 36-C** – The contractor shall duly comply with the provisions 'The Apprentices Act 1961' (III of 1961) the rules made there under and the orders that may be issued from time to time under the Act of the said rules and on his failure or neglect to do so, he shall be subject to all the facilities and penalties provided by the said Act and said Rules.

**Clause 37-** (1) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered are shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation in the quantity of the item does not exceed the tender quantity by more than 25% and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender is not more than Rs.5000/-.

Claim for quantities entered in the tender or estimates.

Contractor.

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(2) The contractor shall if ordered in writing by the Architect so to do, also carry out any quantities in excess of the limit mentioned in such clause (1) hereof on the same conditions as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates, (ii) at the rate prevailing in the market, the said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender based upon the schedule of rates applicable to the year in which tenders were invited.

(3) Claims arising out of reduction in the tendered quantity of any item beyond 25% will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs.5000/- (The clause is not applicable to extra items).

**Clause 38** – The contractor shall employ any famine, convict or other labour of a particular kind of class if ordered in writing to do so by the Karkhana.

Employment of  
famine labour etc.

**Clause 39** – No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works on account of any delay in according to sanction of estimates.

Claim for compensation  
for delay in starting  
the work.

**Clause 40** – No compensation shall be allowed for any delay in the execution of the work on account of water, sanding in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, soil, water sanding in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Claim for Compensation  
for delay in execution of  
work.

**Clause 41** – The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Architect or his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Entering upon or  
commencing any portion  
of work.

**Clause 42** –

- (i) No contractor shall employ any person who is under the age of 14 years.
- (ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).
- (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the works.

Minimum age of persons  
Employed, the  
employment of donkeys  
and for other animals

Contractor.

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- (iv) The Architect of Karkhana / Mill is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Karkhana / Mill for any delay caused in the completion of the work by such removal.
- (v) The contractor shall pay fair and reasonable wages to the workmen employed by him, in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Karkhana/ Mill/Architect who shall decide the same. The decision of the Karkhana / Mill / Architect shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Karkhana / Mill at the sanctioned tender rates.
- (vi) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.

**Clause 43** – Payment to contractors shall be made by cheque drawn on and Scheduled Bank convenient to the Karkhana / Mill provided the amount exceeds Rs.10/-. Amounts not exceeding Rs.10/- will be paid in cash.

Method of payment.

**Clause 44** – Any contractor who does not accept these conditions shall not be allowed to tender for works.

Acceptance of conditions compulsory before tendering the work.

**Clause 45** – If Karkhana / Mill declares a states of scarcity of famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labor, any person certified to him by the Karkhana / Mill or any person to whom the Karkhana / Mill may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Karkhana / Mill may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Architect whose decision shall be final and binding on the contractor.

Employment of scarcity labour.

**Clause 46** – The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by the government of reasonable price which it is permissible for him to change a private purchaser for the same class and description, the controlled price or price permissible under Hoarding and Profiteering Ordinances, 1948 as amended from time to time. If the price quoted a exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with the Contractor.

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reasons for quoting such higher prices. The purchaser at discretion will in such case exercise the right of revising the price at an stage so as to conform with the controlled price of that permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

**Clause 46-A** – “This tendered rates shall be inclusive of All taxes, rates and cases and shall be inclusive of the tax leviable in respect of Works Contract under the provision of the Maharashtra Sales Tax on transfer of property in goods involved in the execution of Works Contract Act 1985 (Maharashtra Act No.XIX of 1985).”

Maharashtra Act XIX  
of 1985 Clause  
regarding Turnover tax  
vide P.W.D. Circular No.  
CAT-1086/CR-330-Bldg.-  
2 dated 10<sup>th</sup> June 1987.

**Clause 47** – The rates to be quoted by the contractor must be inclusive of sales tax. No extra payment on this account will be made to the contractor.

**Clause 48** – In case of material that may remain surplus with contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be recovered on such sale.

**Clause 49** – The contractor shall employ at least 80 percent of the total number of unskilled labours to be employed by him on the said work from out of the persons ordinarily residing in the district in which site of the said work is located.

Provided, however, that if the required number of unskilled labours from that district is not available, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission in writing of the Karkhana / Mill obtain the rest of the requirement of unskilled labour from outside district.

**Clause 50** – Wages to be paid to the skilled ad unskilled labourers engaged by the contractor.

(1) The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in which the Work of the contract is located.

**Clause 51** – All amounts whatsoever which the contractor is liable to pay to the Karkhana / Mill in connection with the execution of the work including the amount payable in respect of (i) materials and / or stores supplied / issued hereunder by the Karkhana / Mill to the contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Karkhana / Mill to the contractor for execution by him of he work and / or on which advances have been given by the Karkhana / Mill to the contractor shall

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be deemed to be arrears of the Land Revenue and the Karkhana / Mill may without prejudice to any other rights and remedies of the Karkhana / Mill recover the same from the contractor as arrears of Revenue.

**Clause 52** – The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1970 as amended from time to time and all other relevant status and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payment and the Karkhana / Mill makes such payments of wages in full or part thereof less paid by the contractor as the case may be, the amount so paid by the Karkhana / Mill to such worker shall be deemed to be arrears of Land Revenue and the Karkhana / Mill shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the Karkhana / Mill to the contractor hereunder or from amount payable by the Karkhana / Mill to the contractor hereunder or from any other amounts payable to him by the Karkhana/Mill.

P.W. Dept. No. CAT/  
1284 (120)/Building - 2  
dated 14-8-85.

#### **SCHEDULE 'A'**

Schedule showing (approximately) the materials to be supplied from the Karkhana / Mill stores for work contracted to be executed and preliminary and ancillary works and the rates at which they are to be charged for the contraction of \_\_\_\_\_

Particulars	Quantity	Rates at which the material will be charged to the contractor		Place of Delivery
		Unit	In Figure	
Cement		Bags	Rs.235/- per bag	Karkhana Site
			(Rs. Two Hundred Thirty five only)	
Round Steel		M.T.		
Tor Steel (TMT-500)		M.T.		
Structural Steel		M.T.		
A.C. Sheet		Sq.M.		
A.C. Ridge		Rm.		
A.C. Roofing Accessories		Rm.		

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**Notes :**

- 1) The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Karkhana / Mill / Architect on the issue of the form prior to the submission of the tender.
- 2) The rates mentioned in Schedule 'A' are inclusive of all taxes and storage charges.
- 3) Cement can be reckoned for the purpose of issue at 20 bags per tonne irrespective of actual weight. Loss arising out of shortage of weight in each bag shall be governed by the provisions and conditions 20.1 (i) of special conditions of contract. The rate quoted should correspond to the method or reckoning.
- 4) No claims for extra payment on account of delay in supply of these materials will be entertained.
- 5) The quantities indicated in the above schedule are approximate and may vary as per actual requirement as ascertained by the Karkhana / Mill / Architect.
- 6) The charges for loading, unloading, conveyance etc. for the material shown above from the place of delivery to the site of work will be borne by the contractor and deemed to be included while quoting for the tender. All the materials shall be made available for delivery on working days during the office hours.
- 7) All the material mentioned in Schedule 'A' enquired for the work shall be taken from the Karkhana / Mill only. The materials from the outer sources in lieu of materials in Schedule 'A' shall not be allowed except under written permission from the Architect / Karkhana / Mill. The samples of such materials shall be tested at the contractor's cost. The materials not conforming to the required standard shall be removed by the contractor at once from the site of work at his own cost.
- 8) The contractor will have to construct a shed with double locking arrangements at his own request.
- 9) If the controlled materials viz. Cement, steel lie unused with the contractor after completion of the work and if they are not returned, the contractor shall pay for such materials at double rate at which the materials were issued to him. Recovery of S.T. & G.T. on cost of surplus materials which are not returned by the contractor will be levied.
- 10) Proper account of day to day consumption of the materials as per Schedule 'A' be maintained by contractor or his authorized representative on site and it shall be checked by the representative of Karkhana / Mill / Architect every day in token or its correctness.

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### **Conditions for materials issued under Schedule 'A'**

The issue of materials by the Karkhana / Mill under Schedule 'A' of this contract will be subject to interalia the following conditions :

1. All the material shall be made available for delivery on working days only during working hours, to be arranged mutually by the contractor between himself and the Store Keeper / Civil Engineer, who-so-ever shall issue the same. The material shall be made available at the place of delivery mentioned in schedule 'A' of the tender.
2. The contractor shall submit periodically as well as on completion of work, an account of all materials issued to him in a manner as directed by Karkhana / Mill / Architect. The contractor shall also furnish an account of previous material issued, before placing demand for further materials. In addition, a separate register shall be maintained on site for recording daily item wise cement consumption of cement issued to them and alias item wise consumption of other materials issued under Schedule 'A' as directed. This shall be signed daily by contractor or his representative and representative of Architect / Karkhana / Mill.
3. The quantities in Schedule 'A' are approximate and may vary according to actual and bonafied use as certified by the Architect / Karkhana / Mill Engineer.
4. All the materials mentioned in Schedule 'A' required for the work shall be taken from the Karkhana / Mill only. The materials from other source in lieu of the material in Schedule 'A' shall not be allowed except under written permission from the Architect / Karkhana / Mill in such case, certificate for its quality shall be produced by the contractor and samples of such materials shall be issued from only nearby Engg / Polytechnic college by the Contractor at his own cost the test result to be supplied to the Karkhana / Mill. The materials not conforming to the required standard shall be removed at once from the site of work by the contractor at his own cost.
5. The rates mentioned in Schedule 'A' are inclusive of sales tax and storage charges.
6. After issue of any materials for use on bonafide Karkhana / Mill work to contractor if the Architect ascertains on any particular date that the portion of such supplied comes to surplus of the requirement of the work, the date of ascertainment will be taken as the date for the purpose of payment of sales tax on such portion and recovered from the contractor as per rules.
7. The contractor shall construct shed / sheds as per direction of the Engineer-in-charge of the work for storing the materials issued to him by this Karkhana / Mill and provide double locking arrangements, out of which one lock shall be with incharge of Karkhana / Mill person, and materials shall be taken for use in presence of the Karkhana / Mill persons only.
8. The contractor shall make his own arrangement for use in safe custody of the materials which are supplied to him by the Karkhana.
9. The contractor shall not use cement and other materials under schedule 'A' in items other than as per this tender except for such ancillary small items as are connected with the absolutely necessary for execution of this work as may be decided by the Architect / Karkhana / Mill.

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10. All steel issued under Schedule 'A' which remains surplus with the contractor after use in the work, shall be returned to the Karkhana / Mill. Generally, only full length bars in lengths supplied by the Karkhana / Mill shall be taken back by the Karkhana / Mill. However, the Karkhana / Mill may at his discretion, take back bars of particular diameter in any other lengths approved by it, if some are required for use in other works. The rates of repayment of the surplus acceptable materials remitted by the contractor at the godown of issue, shall be at the prevailing market rate or the rate charged to the contractor, excluding the element of storage charges or the issued rate excluding the element of storage charges at the time of return, whichever is lower. The quantity of such surplus steel is not acceptable to the Karkhana / Mill may be disposed by the contractor in any manner he likes and the cost thereof shall entirely be borne by the contractor. However, in case, where the materials issued to contractor become surplus owing to change in the design of work after the materials were issued to the Contractor, the materials would be taken back from the contractor at the same rates at which they were supplied to him by Karkhana / Mill provided, the materials at the time taking over, were not actually needed and are serviceable.
11. Mild steel / Tor Steel bars shall be issued to the contractor on actual weighment. However, for the purpose of payment, the weight of steel bars used to the work, shall be calculated on the basis of standard weight per unit length vide table in B-10, 13 of Standard Specification Book 1972 edition by B & C Deptt. Hence, claims on account of difference in actual weight and weight calculated on the basis of standard weight per unit length shall not be entertained.
12. Unless otherwise specified, the contractor shall make his own arrangement for securing structural steel such as square bar, flats, rolled steel joists, angles, irons, plates etc. The Karkhana / Mill is neither responsible for securing permit not to supply required structural steel. However, necessary certificate to the effect that the material is required for he said bonafide Karkhana / Mill work, will be issued if required.
13. The changes of conveyance of materials from the place of delivery to the site of work and the actual spot on work site shall be entirely borne by the contractor. No claims on the account shall be entertained.
14. If surplus materials after completion of the work are not returned by the contractor, recovery of such materials at the penal rate of twice the issue rate of these materials shall be made from the contractor. Sales Tax and general tax on the cost of surplus materials, which are not returned, shall also be recovered from the contractor as decided by the Architect. However, it is cleared that if any surplus materials returned is in unserviceable or damaged conditions, the same will not be accepted. In such case, the cost will be recovered from the contractor as stated above in the clause.
15. Empty asphalt drums will have to be returned to the Karkhana / Mill. In case of non-return of empty asphalt drums recovery at Rs.50/- (Rs.50/- only) per drum will be charged to the contractor.
16. The person / firm submitting the tenders should see that the rates in the above Schedule 'A' are filled up by the Karkhana / Mill / Architect of the work on the issue of the form prior to the submission of the tender.

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- 17. The Karkhana / Mill shall not be responsible for the loss in cement during transit. Cement so delivered to the contractor from the Karkhana / Mill storage shall mean 50 Kgs. (equivalent to 1.23 Cft.) by weight. The rate quoted should correspond to this method of reckoning. The correction will have to be done by weight basis. While mixing, if cement is found short in a bag, it will have to be made good by contractor for which additional cement would be supplied by the Karkhana / Mill at issue rate in Schedule 'A' item or percentage rate quoted for should reckon this.
- 18. For the purpose of issue rate, the area of A.C. sheets and ridges shall be the actual gross size before laying in the roof and each dimension shall be measures at straight line in plain (neglecting extra length due to corrugations etc.)
- 19. The contractor shall furnish unstamped receipts for all material issued under Schedule 'A'.

**SCHEDULE 'A'**

**Memorandum showing items of work to be carried out**

Item No.	Quantities estimated but may be more or less	Item of work	Estimated Rates		Unit	Total amount according to estimated quantities
			In Figures	In Words		

Note: 1) All work shall be carried out as per Department of Hand book and other specifications of the Division or as directed.

Note: 2) Rates quoted include clearance of site (prior to commencement of work and at its close) all respects and hold good for work under all conditions site moisture weather etc.

\_\_\_\_\_ **(Signature of Contractor)** \_\_\_\_\_

**Signature of Architect.**

**Not to be continued on additional sheets if found necessary**

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General Specifications and  
Additional Conditions

**(MAJOR WORKS)**

(Note: - There are to apply as additional specifications and conditions unless already provided for contractility elsewhere in contract)

**1. Work and site conditions**

**1.1 General Description of work.**

(Describe type and details of work in brief)

**1.2 Location and site conditions**

(State location, approach, communications, quarries, land, water, labour, etc. facilities, restrictions etc.)

**Note:- This may for a separate exhaustive chapter in case of major contract or say over Rs. One Crore.**

## **ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS**

(Note – These are to apply as additional specifications and conditions, unless otherwise already provided for contradictorily elsewhere in contract)

### **2.1 CONTRACTOR TO INFORM HIMSELF FULLY**

The contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, specifications, schedules, and drawings and shall be deemed to have visited the site of work and to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at rates quoted in the tender. In this regard, he will be given necessary information to the best of knowledge of Karkhana / Mill but without any guarantee about it.

If he shall have any doubt as to the meaning of any portions of these general conditions or the special conditions, or the scope of work or the specifications and drawing or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the Architect in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted the matter will be decided according to tender conditions in the absence of such authentic preclarification.

### **2.2 ERRORS OMISSIONS AND DISCREPANCIES**

- a) In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawings or between drawings and specifications etc., the following order of preference shall apply.
  - i) Between actual scaled and written dimensions or description on a drawing, the later shall be adopted.
  - ii) Between the written shown description or dimensions in the drawing and corresponding one in the specifications, the latter shall apply.
  - iii) Between the quantities shown in schedule of quantities and those arrived at from the drawing, the latter shall be preferred.
  - iv) Between the written description of the item in the schedule of quantities and the detailed description in the specifications of the same items, the latter shall adopted.
- b) In case of difference between the rates written in figures and words, the rate adopted by the contractor for working out the total amount of the item will be taken as contract. In other cases, correct rate would be that, which is lower.
- c) In all cases of omissions and / or doubts or discrepancies in the dimensions or description of any item or specifications. A reference shall be made to the Architect of Karkhana / Mill, whose education elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work though lack of such reference and precaution.

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### **2.3 CHANGE OF CEMENT CONTENTS ETC.**

The tendered rates for any item, involving the use of cement, shall apply to quantity of cement specified for the mix for that item in the specification. If for any reasons except those required for compensating the deficiencies, in the components, the cement contents and properties are altered by the Architect at any time or from time to time the tendered rates for the particular items and quantity or quantities, shall be duly enhanced or reduced to account for the addition or reduction cost of the cement content from that laid down in the specification at the rates specified in the Schedule 'A' of the contract plus 10% to cover all other incidental charges, whatever. Likewise if any additives, compounds water proofing material etc. are ordered by the Architect to be added to the mortar or concrete, no extra rate shall be payable for this change, which shall be carried out as per direction of the Architect, provided cost of such additives etc. is borne by Karkhana / Mill if these are supplied free of costs to contractor at site by the Karkhana / Mill.

### **2.4 WORKING METHODS AND PROGRESS SCHEDULES**

(a) Contractor shall submit, within times stipulated by the Architect in writing the details of actual methods that would be adopted by the contractor for the execution of any item as required by the Architect at each of the locations, supported by necessary detailed drawing and sketches including those of the plant and machinery that would be used, their locations, arrangement for covering and handling materials etc. and obtain prior approval of the architect well in advance of starting of such item of work. The Architect reserves the right to suggest modification or make complete changes in the method proposed by the contractor, whether accepted previously or not, at any stage of the work, to obtain the desired accuracy, quality and progress of the work which shall be binding on the contractor, and no claim on account to such change in method of execution will be entertained by Karkhana / Mill so long as specification of the item remain unaltered.

#### **PROGRESS SCHEDULE**

(b) The contractor shall furnish within the period stipulated in writing by the Architect of the order to start the work, a progress schedule in quadruplicate indicating the data or actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up of materials, plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of the whole work in time limit, the particular item, if any, on the dates specified in the contract and shall have the approval of the architect. No revised schedule shall be operative without such acceptance in writing. The Architect is further empowered to ask for more detailed schedule or schedules say week by week for any item or items, in case of urgency of work as will be directed by him and the contractor shall apply the same as and when asked for.

(c) The contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress of schedule. The working and shift hours restricted to one shift a day for operations to be done under the Karkhana / Mill supervision shall be such as may be approved by the Architect. They shall not be permitted, except when specifically allowed by Architect each time, if requested by the Contractor. The contractor shall provide necessary lighting arrangements etc. for night work as directed by Architect without extra cost.

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(d) Further, the contractor shall submit the progress report of work in prescribed forms and charts etc. at periodical intervals as may be specified by the Architect. Schedule shall be in the form of progress charts, forms progress statement and / or reports as may be approved by the Architect.

(e) The contractor shall maintain proforma, charts, details regarding machinery, equipment, labour, materials, personnel etc. as may be specified by the Architect and submit periodically return as may be specified by the Architect.

## **2.5 TREASURE TROVE**

In the event of discovery by the contractor or his employees, during the progress of the work of any treasure, fossils, minerals or any other articles of value or interest the contractor shall give immediate intimation thereof to the Karkhana / Mill and forthwith hand over to the Karkhana / Mill such treasure or things which shall be the property of Karkhana / Mill.

## **2.6 AGENT AND WORK-ORDER BOOK**

The contractor shall himself manage the work or engage an authorized all time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced, Engineer shall be provided by the Contractor as his agent for technical matter in case the Architects considered this as essential for the work and so directs contractors. He will take orders as will be given by the Architect considered this as essential for the work and so directs contractors. He will take orders as will be given by the Architect or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Architect and his representative on the work site. The contractor shall supply to the Karkhana / Mill the details of all supervisory and other staff employed by the contractor and notify changes when made, and satisfy the unquestionable right to ask for changes in the quality and numbers of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such order and effect replacements to the satisfaction of the Architect.

A work order book shall be maintained on site and it shall be the property of Karkhana / Mill and the contractor shall promptly sign orders given therein by Architect or his representative of Karkhana / Mill and his superior officers, and comply with them. Then compliance shall be reported by the contractor to the Architect in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the Karkhana / Mill free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

## **2.7 INITIAL MEASUREMENTS FOR RECORD**

Where, for proper measurement of the work, it is necessary to have an initial set of levels or other measurements taken the same as recorded in the authorized field book or measurement book of Karkhana, Mill by the Architect or his authorized representative will be signed by the contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the contractor to get such levies etc. recorded before starting the work will render him liable to accept the decision of the Architect / Karkhana / Mill as to the basis of taking measurement. Like-wise the contractor will not cover any work which will render its subsequent measurements of the Architect / Karkhana / Mill. The record of such measurements on the Karkhana/Mill side will be signed by the contractor and he will entitled to have a true copy of the same at his cost.

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## **2.8 HANDLING OVER OF WORK**

All the work and materials before finally taken over by Karkhana/Mill, will be entire liability of the Contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for the such work will not alter this position. The handling over by the contractor and taking over by the Karkhana / Mill or his authorized representative will be always in writing of which copies will go to the Architect or his authorized representative and the contractor, it is however understood that before taking over such work Karkhana / Mill will not put in to regular use as district from casual or incidental one, except as specially mentioned elsewhere in this contract, or as mutually agreed to.

## **2.9 ASSISTANCE IN PROCURING PERMITS ETC.**

The Karkhana / Mill on a written request by the contractor, will if in his opinion the request is reasonable and in the interest of wok and its progress, assist the contractor in securing the priorities for deliveries, transport permits of controlled materials etc. where such are needed. The Karkhana / Mill will not however be responsible for the non-availability of such facilities or delay in this behalf and no claims on account of such failures or delays shall be allowed by the Karkhana/Mill.

The Contractor shall have to make his own arrangement for machinery required for the work. However, such machinery, if conveniently available with the Karkhana / Mill may be spared as per the rules in force on recovery of necessary Security Deposit and sent with agreement in the prescribed form. Such an Agreement shall be independent of this contract and the supply of machinery shall not form a ground for any claim or extension of time limit for this work.

## **2.10 SAMPLES AND TESTING MATERIALS**

i) All materials to be used on work shall be got approved in advance from the Architects and shall pass the test and or analysis required by him, which will be (a) as specified in the specification for the items concerned and / or as specified by the Indian Road Congress Standard Specification (b) Code of Practice for Road and Bridges or (c) I.S.I. Specifications (Whichever and wherever applicable) or (d) such recognized specifications acceptable to Architects as equivalent thereto or in absence of such recognized specifications (e) such required test and/or analysis as may be specified by the Architect in order of precedence given above.

ii) The contractor shall at his risk cost make all arrangements and/or shall provide for all such facilities as the Architect may require for collecting, preparing required number of samples for tests or for analysis at such time and to such place or places as may be directed by the Architect and bear all charges and cost of testing such samples shall also be deposited with the Architect.

iii) The contractor shall if and when required to submit at his cost the samples of materials to be tested or analysis and if so directed, shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and the materials are finally accepted by the Architect.

iv) The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as result of testing of the materials.

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v) If testing facility is available within the Karkhana / Mill laboratory the contractor or his authorized representative will be allowed to remain present in the Karkhana / Mill laboratory while testing samples furnished by him. However the results of all the tests carried out in the laboratory in the presence or absence of the contractor or his authorized representative will be binding on the contractor. If testing facilities are not available with the Karkhana / Mill the contractor will have to get the samples tested from Govt. Polytechnic or Eng. College or any other laboratories approved by the Architect at his own cost.

vi) Cost of routine day to day quality control testing charges for tests required as per specifications will be borne by department by sending the same to the concerned laboratories or by establishing laboratory at site.

However the cost of testing of material as directed by Architect for approving a particular material as laid down in para 2.10 (i) to (v) will have to be borne by the contractor.

### **2.11 CO-ORDINATION**

When several agencies for different sub-work of the project are to work simultaneously on the timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall, therefore, be strictly adhered to. Each contractor make his independent arrangement for water, power etc., if they so desire. On the other hand the contractors are at liberty to make mutual agreement in this behalf and make joint arrangements with the approval of the Karkhana / Mill. No single contractor shall take or cause to be taken any steps or action that may cause disruption, discontent or disturbance of work labour or arrangement etc. of other contractor in the Project localities. Any action by any contractor which the Architect in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions and shall be dealt with as such.

In case of any dispute, disagreement between the contractors, the Architect's decision regarding the co-ordination, co-operation and facilities to be provided by any of the contractors shall be final and binding on the contractors concerned and such a decisions or decisions shall not vitiate any contract nor absolve the contractor (s) of his / their obligations under the contract nor consider for the grant for any claim or compensation.

### **2.12 PAYMENT**

The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour, scaffolding, plant, machinery, supervision, power, royalties, octroi, taxes, etc. and should also include all expenses to cover the cost of night work if and when required and no claim for additional payment beyond the prices or rates quoted will be entertained. However the contractor will be entitled for refund of royalty paid by him vide clause 35/36 of the printed B2/B1 Tender form.

The mode of measurements has been indicated in the specification, if there is any ambiguity or doubt in this respect the decision of Architect will be final.

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### **2.13 PETENTED DEVICE**

Whenever the contractor desires to use any designed devices, materials or process covered by the letter of patent or copy right, the right for such use shall be secure by suitable legal arrangement and agreement with patent owner and the copy of their agreement shall be filed with Architect if so desired by the letter.

### **2.14 TEMPORARY QUARTERS**

(i) The Contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement, provide housing for them with all necessary arrangements, including fire preventive measures etc., as directed by the Architect / Karkhana / Mill.

(ii) The contractor shall provide furnish, maintain and remove on completion of the work site for the use of Architect/Karkhana/Mill representative. The covered area exclusive of verandha should not be less than 400 Sft. It may be have bamboo matting walls and asbestos or corrugated iron room, paved floor should be 18" above ground level. He should provide a basket type latrine, urinals and keep them clean daily. This will be supposed to be included in his rate.

## **3. SAFETY MEASURES AND AMENITIES**

### **3.1 SAFETY MEASURES**

The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working in such jobs as require special protection and precautions. The following are some of the requirements listed, though not exhaustive. The contractor shall also comply with the directions issued by the Architect in this behalf from time and all the times.

1) Providing protective footwear to workers, in situations like mixing and placing of mortar or concrete, in quarries and places where the work is done under too much of wet conditions as also for movement over surface infested with oyster growth etc.

2) Providing protective head wear to workers working in quarried etc. to protect them against accidental fall of materials from above.

3) Taking such normal precautions like providing hand rails at the edges of the floating platform or burgers, not allowing nails or metal parts of useless timber to spread around etc.

4) Supporting workmen with proper belts, ropes etc. when working on any masters cranes, grabs, hoist, dredgerse.

5) Taking necessary steps towards training the workers concerned in the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines hoists and similar units are working.

6) Providing adequate number of boards (if at all required for plying to water) to prevent over loading and over-crowding.

7) Providing life belts to all men working in such situation from where they may accidentally fall into the water equipping the boats with adequate number of life belts etc.

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8) Avoiding bare live-wires etc. as would electrocute workers.

9) Making all platform, stagings and temporary structures sufficiently strong so as not to cause inconvenience and risk to the workmen and supervisory staff.

10) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocations, droving and other injuries.

11) Take all necessary precautions with regard to use of divers.

12) Providing full length gum boots, leather hand gloves with the fire proof apron to cover the chest and back reaching upto knees and protective goggles for the eyes to the labours working with hot asphalt handling vibrator, in cement concrete and also where use of any or all these items is beneficial in the interest of health and well being of the laborers in the opinion of the Architects/Karkhana/Mill.

### **3.2 EXPLOSIVES**

The contractor shall his own expense construct and maintain proper magazines, if such are required for the storage of explosives for use in connection with the work and such magazine being situated, constructed and maintained in accordance with the Government Rules applicable in that behalf. The contractor shall at his own expenses obtain such license or licenses as may be necessary for storing and using explosives. Notwithstanding that the location etc. or storage of explosives are approved by the Karkhana / Mill, the Karkhana / Mill shall not be including any responsibility whatever in connection with storage and use of explosives are approved by the Karkhana/Mill, the Karkhana/Mill shall not be incurring any responsibility whatever in connection with storage and use of explosives on the site or any accident occurrence what-so-ever in connection therewith all operations in or for which explosives are employed being at the risk of the contractor and upon his sole responsibility and the contractor hereby gives to Karkhana / Mill are absolute indemnity in respect thereof.

### **3.3 DAMAGE BY FLOODS OR ACCIDENTS**

The contractor shall take all precautions against damage by floods or like or from accident etc. No compensation will be allowed to the contractor on this account of for correcting and repairing any such damage to the work during construction. The contractor shall be liable to make good at his cost any plant or materials belonging to the Karkhana / Mill, lost or damaged by floods or from any other cause, which is in his charge.

### **3.4 RELATION WITH PUBLIC AUTHORITIES**

The contractor shall comply with all rules, regulations, bye-laws and directions given from time to time also by any local public authority in connection with this work and shall himself pay fees or charge which are liveable on him without any extra to the Karkhana / Mill.

### **3.5 POLICE PROTECTION**

For the Special Protection of camp and of the contractor's work Karkhana / Mill will help the contractor as far as possible to arrange for such protection with the concerned authorities, if so required by the contractor in writing. The full cost of such protection shall be borne by the contractor.

Contractor.

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Architect.

### **3.6 INDEMNITY**

The contractor shall provide indemnity to the Karkhana . Mill against all actions, suits, claims and demands brought or made against him in respect of anything done or committed to be done by the Contractor in execution of or in connection with the work of this contract and against any loss or damage to the Karkhana / Mill in consequence of any action or suit being brought against the Contractor for anything done or committed to be done in the execution of the work of his contract.

### **3.7 MEDICAL AND SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR IN THE CONSTRCTION BY THE CONTRACTOR.**

a) The contractor shall provide as adequate supply of portable water for the use of labourers on work and in Camps.

b) The contractor shall construct trench or semi permanent latrines for the use of the labourers. Separate latrines shall be provided for men and women.

c) The contractor shall build sufficient number of huts on a suitable plot of land for use of the labourers according to the following specifications.

1. Huts of Bamboos and grass may be constructed.

2. A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees, shall be chosen wherever is available. The neighbourhood of tank, jungle, grass or woods should be particularly avoided. Camps should be established close to large cuttings of earth work.

3. The lines of huts shall have open spaces of at least ten yards between rows. When a good natural site cannot be produced, particular attention should be given to the drainage.

4. There should be no over crowding. Floor space at the rate of 30 Sq. Ft. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.

5. The Contractor shall must find his own land if he wants Karkhana / Mill's land, he should apply for it and pay assessment or it, if made available by Karkhana / Mill.

6. The contractor shall construct a sufficient number of bathing places. Washing places should apply also be provided for the purpose of washing clothes.

7. The contractor shall make sufficient arrangements for draining away the surface and sullage water as well as water from the bathing and washing places and shall dispose off this wastage in such way as not to cause any nuisance.

d) The contractor shall engage a Medical Officer with a traveling dispensary for a Camp containing 500 or more persons if there is no Govt. or other private dispensary situated within 8 kilometers from the camp. In case of emergency the contractor shall arrange at his cost for transport quick medical help to his sick workers.

e) The contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfaction of the Architect / Karkhana / Mill. At least one sweeper per 200 persons should be engage.

Contractor.

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Architect.

f) The Assistant Director of Public Health shall be consulted before opening a labour camp and his instruction on matter such as water supply, sanitary convenience, the camp site accommodation and food supply shall be followed by the Contractor.

g) The contractor shall make arrangements for all anti-malaria measures to be provided for the labour employed on the work. The anti-malaria measure shall be provided as directed by the Assistant Director of Public Health.

#### **4. QUARRIES**

4.1 The quarrying operations shall be carried out by the Contractor with proper equipment such as compressors, Jack-hammers drill bits, explosives etc. and sufficient number of workmen shall be employed so as to get required out turn.

4.2 The Contractor shall carry out the work in the quarries in conformity with all the rules and regulations already laid down from time to time by Govt. Any cost incurred by Karkhana/Mill due to non-compliance of any rules of regulations or due to damages by the Contractor shall be the responsibility of the Contractor. The Architect of Karkhana / Mill or his representative shall be given full facilities by the contractor for inspection at all times of the working the quarry records maintained, the stocks of the explosives and detonators etc. so as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Karkhana / Mill or Architect or his representative shall be given full facilities by the contractor for inspection at all times of the working the quarry records maintained, the stocks of the explosives and detonators etc., so as to enable him to check that the working records ad storage are all in accordance with the relevant rules. The Karkhana / Mill or Architect or his representative shall at any time be allowed to inspect the work buildings, and equipment at the quarry.

4.3 The Contractor shall maintain at his own cost the books, registers etc., required to be maintained under the relevant rules and regulations and as directed by the Architect or Karkhana / Mill. These books shall be open for inspection at all times by the Architect or Karkhana / Mill or his representative and the Contractor shall furnish the copies of extract of books or registers as and when required.

4.4 All quarrying operations shall be carried out by the Contractor in organized and expeditious manner, systematically and with proper planning. The Contractor shall engage licensed blasters and adopt electric blasting and / or any other approved method which would ensure complete safety to all the men engaged in the quarry and its surroundings. The Contractor shall himself provide suitable magazines and arrange to procure and store explosives etc. as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the Chief Inspector of Explosives and the rules and regulations in this connection as laid down by the Chief Inspector of Explosives and the rules and regulations in this connection as laid down by the Chief Inspector of Explosives from time to time shall be strictly adhered to by the Contractor. It is generally experienced that it takes time to obtain the necessary license for blasting and license for storage of materials from the concerned authorities. The contractor must therefore take timely advance action for procuring all such licenses so that the work progress may not be hampered.

4.5 The approach roads to the quarrying place from the existing public roads shall have to be arranged by the contractor at his own cost, and the approaches shall be maintained by the contractor at his own cost till the work is over.

Contractor.

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4.6 The quarrying operations shall be carried out by the Contractor to the Architect and the development of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which is in the opinion of the Architect not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at the contractor's cost.

4.7 Since all stones quarried from Karkhana / Mill quarry (if made available) by the Contractor including the excavated over burden are the property of the Karkhana / Mill, no stones or earth shall be supplied by the contractor to any other agencies or work are allowed to be taken away for any other works. All such surplus quarried materials not required for work under this contract shall be the property of the Karkhana / Mill and shall be handed over by the Contractor to Karkhana / Mill free of cost at quarry site duly heaped at the spots indicated by the Karkhana / Mill. The contractor will be entitled to the refund of royalty if any paid by him for such quantity handed over to Karkhana / Mill for which necessary certificate will be issued by Karkhana / Mill as per usual procedure. If however, the Karkhana / Mill does not require such surplus materials the contractor may be allowed to dispose of or use such material elsewhere with prior written permission of the Karkhana / Mill. Leaving of a quarry face or opening of a new quarry face shall be done only on the approval of the Karkhana / Mill.

4.8 Quarrying permission will have to be directly obtained by the Contractor, from the Collector of the District concerned for which purpose the Karkhana / Mill will render necessary assistance. All quarry fees, royalty charges, octroi duties, ground rent for staking materials etc. if any to be paid, shall be paid directly by the Contractor as rules in force. The Contractor will however be entitled to a refund of part of such charges as are admissible under rules as mentioned elsewhere in this contract after obtaining a certificate from the Karkhana / Mill Engineer / Architect that the material were required for use on Karkhana / Mill works.

4.9 The Contractor shall not use any land in the quarry either for cultivation or for any other purpose except that required for breaking or stacking or transporting stones.

## 5. **DIFINITIONS :**

Unless excluded by our repugnant to the context.

(a) The expression "Architect" as used in the tender papers shall mean for purpose of this contract and shall include their legal representative (s) assign/s or successor/s.

(b) The expression "Engineer" or "Engineer-in-charge" as used in the tender papers shall mean the Engineer-in-charge of the work for time being.

(c) The expression "Contractor" used in the tender paper shall mean the successful tenderer whose tender has been accepted and who has been authorized to proceed with the work.

(d) The expression "Contract" as used in tender papers shall mean every temporary and necessary or considered necessary by the Architect to execute, construct, companies and maintain the works and used in altered, modified, substituted and additional work ordered in the time and the manner herein provided and all temporary materials and special and other articles or appliances of every sort, kind and description whatsoever intended or used thereof.

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(e) The expression "plant" as used in the tender papers shall mean every temporary and necessary or considered necessary by the Architect to execute, construct, companies and maintain the works and used in altered, modified, substituted and additional work ordered in the time and the manner herein provided and all temporary materials and special and other articles or appliances of every sort, kind and description whatsoever intended or used thereof.

(f) "Drawings" shall mean the drawings referred to in the specifications and any modifications of such drawings approved in writing by Architect and such other drawings as may from time to time be furnished for approved in writing by the Engineer of the Karkhana / Mill.

(g) "Architect representative" shall mean an assistant of the Architect notified in writing to the contractor by the Architect.

(h) 'Provisional sum' or 'Provisional lump sum' shall mean lump sum included by Karkhana / Mill tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.

(i) 'Provisional items' shall mean items for which approximate quantities have been included in the tender documents.

(j) The 'site' shall mean the lands and / or other places, on or under, in or through which the work is to be executed under the contract including any other lands or places, which may allotted by Karkhana / Mill or used for the purpose of contract.

(k) The 'work' shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.

## 6. **TRAFFIC REGULATION :**

6.1 Unless separately provided for in the contract. The Contractor shall have to make all necessary arrangements for regulating traffic, day and night during period of construction to the entire satisfaction of the Architect. This includes the construction and maintenance of diversions, if necessary. The contractor shall have to provide necessary caution boards, barricades, flags, lights and watchmen etc., so as to comply with the latest Motor Vehicle rules and regulation and for traffic safety and he shall be responsible for all claims from accidents, which may arise due to any other reasons.

6.2 It is to be clearly understood that whatever work carried out of the contractor for construction of diversion road including earthwork W.B.M. bituminous surface dressing, R.C.C. pipe drains etc., will be paid for only once. If due to floods or due to any other cause, this diversion road and / or the R.C.C. drain gets damaged, it shall be repaired by the Contractor in good condition till completion of the whole work at his own expenses.

6.3 The contractors will have to make own arrangements for temporary acquisition of land if required for diversion.

Contractor.

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## 7. **LEVELLING INSTRUMENTS :**

If measurements of items of the work are based on volumetric measurements calculated from level taken before and after construction of the item, a large number of leveling staves tapes etc. will have to be kept available by the Contractor at the site of work for his purpose. Lack of such leveling staves, tapes, etc., in required numbers may cause delay in measurements and the work. The contractor will have therefore to keep sufficient number of these readily available at site.

## 8. **CEMENT CONCRETE :**

(a) The contractors shall carry out all preliminary tests to work out grading and proportioning of aggregates in order to obtain and maintain uniform quality of work. The contractor shall supply all materials, labour and testing cost of preparing and testing samples as required by the Architects unless otherwise specified in the detailed item wise specifications 3 cubes 15 cm x 15 cm x 15 cm for testing compression strength, at his cost. The cubes shall be got tested at approved laboratory and the test results, shall not fall below those prescribed in P.W.D. Hand Book (Table CV P 412) or as laid down in the specifications. The cost of such cubes and tests shall be entirely borne by contractor.

(b) All concrete shall be controlled concrete and machine mixed, unless otherwise directed by Architects. For controlled or high grade concrete, the grading of aggregates shall be got approved from the Architect.

The correct proportions and the total amount of water for the mix will be determined by means of preliminary tests and shall be got approved from the Architect. However, such approval does not release the contractor from his responsibility regarding the minimum works strength requirements. Work test shall be taken in accordance with relevant codes and specifications.

All proportioning of aggregates shall be done by weigh if so ordered by the Architect.

(c) All mixing shall be done by mechanical means in approved mixes. The Architect may at his discretion allow in writing, hand mixing of concrete for minor items where small quantities are involved but in that case, the contractor shall increase the cement content of the mixture by 10% without any extra cost.

(d) The form work used shall be made preferably of steel or with lining of steel. Wooden shutters may be allowed at the discretion of the Architect e.g. lintels, small slabs and beams coping etc.

(e) The concrete shall be mechanically vibrated for proper compact ion by the method approved by the Architect.

(f) The concrete shall be cured only by a sweet potable water for full 21 days after the time of the period specified in the detailed specification or as may be directed by Architects.

### 9.1 **REINFORCED CONCRETE WORK :**

(a) The work included in this contract shall be carried out in addition to this specification detailed herein, in accordance with specification and regulations as laid down in the following standard specifications.

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Standard Specifications published by Government of Maharashtra 1972 edition.

- I.S. 269 - 1958 - Specification for ordinary rapid hardening and low heat portland cement (Revised)
- I.S. 383 - 1963 - Specification for coarse and fine aggregate from natural courses for concrete
- I.S. 432 - 1960 - Code of practice for plain and reinforced concrete.

If the standard specifications quoted above fall short for the items quoted in these schedules of this contract, reference shall be made to the latest British Standard Specifications. If any of the items of contract do not all fall in reference quoted above, the decision and specifications of the Architect shall be final.

## 9.2 **LOAD TEST OF BUILDING SUPERSTRUCTURE :**

In the event of the reasonable doubts as to the quality of workmanship or of materials used in construction the contractor shall carry out a load test on the superstructure for testing one complete unit followed and result obtained. The load test shall be carried out as per specifications.

The test shall be carried out for the full dead load and 12 percent live load including impact by observation of deflections at salient points and comparing them with those computed ones. The two should closely agree with residual deflection after removal of live load after 24 hours and the difference between the two shall not be more than 20% of the maximum ones.

In case there is any deficiency, the same shall be made good by the contractor by necessary strengthening of the un-tested (Please see the para 7 of the chapter 6 item 24) and necessary improvements shall be made in the units to be constructed next as warranted by the results of the test.

The next unit will again be tested and the process repeated until absolutely satisfactory results are obtained and the rest of the work will be carried out according to the procedure giving such results.

This testing will entirely be at the risk and cost of the contractor, its cost being considered to be covered by the rates for the concerned items of the work under this contract and shall form a part of routine testing as far as materials and concrete elsewhere.

## 9.3 **ADDITIONAL GENERAL SPECIFICATIONS FOR 1:2:4 ORDINARY AND HIGH GRADE CONCRETE :**

If the concrete strength falls below that specified for the items and if the use can be permitted under clauses 303.3.7 of the I.R.C. Bridge Code Section-III given below, the unit (bridge component) may be accepted at the discretion of the Architect concerned as a substandard work at a suitable reduced rate. Reduced rate will be determined by the Architect concerned according to the circumstances of the case and the contractor has to replace the concrete at his own cost with all consequent losses and damages.

'Standard Specification and Code of Practice for Road Bridges Section III Cement Concrete 303.3.7 standard of acceptance.

Contractor.

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(i) Full payment should be made when 75% of the cube results are equal and above specified strength. Cases falling outside the above limit should be examined and decided by the Architect on merits of each case.

(ii) The test specimen should be taken by representative of the contractor in presence of a responsible officer of the rank of not lower than a Civil Engineer of Karkhana / Mill.

(iii) The test specimen should be formed carefully and no claim shall be entertained later on the ground that the casting of the test specimen were fault and that the results of the test specimen did not give correct indication of the actual quality of concrete.

(iv) Payment : (a) the payment of such concrete work will not be made till the strengths are ascertained.

(v) The payment of reinforcement of such attached items will not be made till the strength of the concrete are ascertained.

#### 10. **COLLECTION OF MATERIALS :**

i) Where suitable and approved Karkhana / Mill quarries exist, the contractor or piece worker will be allowed if otherwise is no objection to obtain the materials to the extent required for the work from the quarry. He will be however, liable to pay compensation, if any damage is caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour. The contractor shall pay necessary royalty in advance and claim refund according to rules, if admissible, and shall submit detailed accounts of materials from quarries as directed.

ii) Where no suitable Karkhana / Mill quarries exit or when the quantity of the material required cannot be obtained from a Karkhana / Mill quarry the contractor or piece-worker shall made his own arrangements to obtain the material from existing or a new quarry in Karkhana / Mill waste lands, private land or land belonging to other states or talukas, etc. After opening the quarry but before starting collection, the quarry shall be got approved by the Architect or his representatives. The contractor or piece worker shall pay all royalty charges compensation etc. No claims or responsibility on account of any obstructions, caused to execution of the work by difficulties arising out of private owners of land, will be entertained.

iii) The rates in the tender include all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and the unsuitable material dewatering a quarry, cost of blasting powder and fuse, lift, lead, repairs to existing cart tracks, making new cat tracks, changes, Central / State Government of Municipal taxes, Local Boards Cess etc.

iv) The rates in the tender are for the delivery of the approved material on roadside properly stacked at the places specified by the Architect and are inclusive of conveyance charges in respect of the leads and lifts. No claims on account of changes in lead will be entertained.

v) No material shall be removed from the land within the road boundary or from the land touching it without the written permission of the Karkhana / Mill or his authorized agent. If any material is un-authorisedly obtained from such places, the contractor or piece worker shall have to make good the damages and pay such compensation in addition as may be decided by the Architect and will have to stop further collection.

Contractor.

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vi) Any material that falls on any P.W.D. Road from the cart etc. during conveyance shall be immediately picked up and removed by the contractor or piece worker, failing which it will be got removed departmentally at his cost. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause any obstruction or danger to the traffic. The contractor or the piece worker shall be liable to pay for any claims of compensation etc. arising out of any accident etc. Any such materials causing obstructions or danger to the materials, thus removed, will be removed departmentally at his cost and no claims for any loss or damage to the material, thus removed, will be entertained. The contractor shall also be responsible for the damage or accident etc. arising out of any material that falls on the road or track, not in charge of the Karkhana / Mill and shall attend to any complaint which may be received.

vii) The materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over it, to be washed away by rain or floods, to be buried under the landside etc. or slip down an embankment or hillside etc. No claims for any loss due to these and similar cause will be entertained.

viii) Before stacking, the materials shall be free from all earth, rubbish vegetable matter and other extraneous substance and in the case of metal, screened to gauge, if so directed when ready. It shall be stacked entirely clear of the roadway, on ground which has been cleaned of vegetation and leveled. On high banks, ghat roads etc. where it may not be practicable to stack it entirely clear of the roadway it may be stacked with permission of the Karkhana / Mill Engineer on terms in such a way as to cause minimum danger and obstruction to the traffic or as may be directed by him.

ix) The size of the stacks for materials other than rubble shall be 3 m. x .5 m. x .6 m. or such other size as may be directed by the Architect and all but one stack in furlong shall be of the same uniform size and shall be uniformly distributed over whole lengths. On stack (at the end) in each furlong may be of length different from the rest in order to adjust total quantity to be required but its width and height will be the same as those of the rest.

x) The Karkhana / Mill / Civil Engineer shall supply the contractor with statement showing furlong-wise quantities that will be required and the order in which the collection is to be done. No materials in excess of requirements in that furlong shall be stacked. Any excess quantity shall be removed at the expenses of the contractor or piece worker to where it is required before the material in that furlong is finally measured.

xi) In stacking materials, the deposition shall commence at the end of the mile farthest from the quarry and be carried continuously to the other end (unless otherwise directed by the Architect). Stacking in one furlong shall be completed before it is started in another, unless directed otherwise, in writing by the Karkhana / Mill Engineer. Measurements of the materials stacked in a furlong will not be recorded until the fully quantity required has been stacked unless otherwise authorized by Karkhana / Mill Engineer in writing. Collecting and spreading shall not be carried out at the same time in one and the same mile, or in two adjoining miles except with the written permission of the Karkhana / Mill Engineer.

xii) Unless otherwise directed, the materials shall be collected in the following order according to availability of space : (1) Rubble (if included in tender) (2) Metal (3) soft murum and (4) Hard murum. Hard murum shall be stacked on the side opposite to metal for new layer. Where metal for two layers has to be stacked, as in the case of new roads, the metal for each layer shall be stacked on the opposite sides of the road.

Contractor.

No. of Corrections

Architect.

xiii) As road material shall be examined and measured before it is spread. The labour for measurements (and check measurements wherever carried out) shall be supplied by the contractor or piece worker. Immediately after the measurements are recorded, the stacks shall be marked by the contractor or piece worker by white wash or otherwise as may be directed by the Karkhana / Mill Engineer to prevent from any possibility of the same material being measured and recorded over again and to prevent any unauthorized tampering with the stacks. If the contractor or the piece worker fails to attend the measurements of materials after receiving the notice from the Karkhana / Mill Engineer or his subordinate stating date and time of the intention to measure the work, the same shall be measured never-the-less and no complaint in this respect will be entertained later on. If the contractor or piece worker fails to supply sufficient labour for the materials required at the time of measurements or check measurements after due notice has been given to him, the expenses incurred on account of employing departmental labour or material etc. shall be charged against his account.

xiv) No deduction will be amend or voids.

## 11. MISCELLANEOUS :

11.1 Rate shall be inclusive of S.T. General Tax and other taxes etc.

11.2 For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc. & later on refilled up with bricks or stone chipping cement mortar without any extra cost.

11.3 In case it becomes necessary for the due fulfillment of contract for the Contractor to occupy land outside Karkhana / Mill limits the Contractor will have to make his own arrangements with the land owners and to pay such rents if any which are payable as mutually agreed between them. The Karkhana will afford the Contractor all the reasonable assistance to enable him to obtain Karkhana / Mill land for such purpose on usual terms and conditions as per rules of Karkhana / Mill.

11.4 The special provision in detailed specifications or wording of any items shall gain precedence over corresponding contradictory provision (if any) in the Standard specifications or P.W.D. Hand Book where reference to such specifications is given without reproducing the details in contract.

11.5 Suitable separating barricades and enclosures shall be provided to separate material brought by contractor and material issued by Karkhana / Mill to contractor under schedule 'A'. Same applies for the material obtained from different sources for supply.

11.6 It is presumed that the Contractor has gone carefully through the standard specifications of P.W.D. Hand Books & the schedule of rate of the division & studied the site conditions before arriving at rates quoted by him. Decision of the Architect shall be final as regards interpretation of specifications.

11.7 The stacking and storage of construction material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the Contractor to protect the material against atmospheric actions, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stacks or with suitable barricades and where there is likely-hood of subsidence of soil, such heavy materials shall be stored on approved platforms.

Contractor.

No. of Corrections

Architect.

11.8 For Road & Bridge works the contractor shall in addition to the specification cited here, comply with requirements of relevant I.R.C. Code practice.

11.9 The contractor shall be responsible for making good the damages done to the existing property during construction by him men.

11.10 If it is found necessary from safety point of view to test any part of the structures, the test shall be carried out by the Contractor with the help of the Karkhana / Mill at his own cost.

11.11 The contractor shall provide, maintain, furnish and remove on completion, temporary shed for office on worksite for the use of Architect's representative.

11.12 Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for rectification.

11.13 In the schedule 'B' the work has been divided into sections but notwithstanding this, every part be made for rectification.

11.14 General directions or detailed description of work, materials and items coverage of rates given in the specification are not necessarily repeated in the Bill of Quantities. Reference is, however, drawn to the appropriate section clause (s) of the General specifications in accordance with which the work is to be carried out.

11.15 In the absence of specific direction to the contrary, the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described there under and are to cover all labour, materials, wastage, temporary work, plant overhead charges and profits, as well as the general liabilities, obligations and risks arising out of the General conditions of contract.

11.16 The quantities set down against the item in the schedule 'B' are only estimated quantities of each kind of work included in the Contract and are not to be taken as a guarantee that the quantities schedule will be carried out or required or that they will not be exceeded.

11.17 All measurements will be made in accordance with the methods indicated in the specification and read in conjunction with the General Conditions of Contract.

11.18 The details shown on drawings and all other information pertaining to the work shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing, which will be supplied by the Architect during execution. The contractor shall not, on account of such variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.

11.19 Clause 101 to 107 of Specifications of Road and Bridges work adhered herewith will be applicable to works as per Schedule 'B' unless specified otherwise in the detailed specifications of the relevant items.

11.20 All materials used in the construction shall conform to the requirement of Specification Clause under section – 1000 "Materials for structure" of Specification of Road and Bridge Work, M.O.S.T., New Delhi, attached to the tender.

Contractor.

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Architect.

11.21 Protection of underground telephone cable and aerial telephone wires and poles, transmission towers, electrical cables, and water supplying lines :- During the execution of work, it is likely that the contractor may meet with telephone cable, electrical cables, water supply lines etc. It will, therefore, be the responsibility of the contractor to protect them carefully. All such cases should be brought to the notice of the Karkhana / Mill by the Contractor and also to the concerned Department. Any damage whatsoever done to these cables and pipe lines by the Contractor shall be made good by him at his cost.

## 12. LINE OUT

The Contractor shall provide free of charge all labour and material required for lining out, surveying, inspection decided by the Architect as considered necessary for the proper and systematic execution of the work. The Karkhana / Mill will only show the changed points on the alignment of road and it will be the responsibility of the contractor to correctly align the road straight between points including setting out curves though the Karkhana / Mill will render necessary assistance Likewise, only one B.M. with definite value of R.L. will be shown to contractor, who shall have to provide for a network of temporary bench mark all along the road and near C.D. works for execution of the work. The contractor shall be responsible for the correctness of the position, levels, dimensions and alignments of all parts of the works and provision of necessary instruments and labour in connection with it. Suitably pointed bamboos or wooden stack shall be provided at his cost and firmly fixed at every 60 M. on both sides of embankment to indicate final as well as intermediate heights of the embankment. Any errors in position, levels, dimension and alignment etc. shall be rectified by contractor at his expenses. If such error is due to incorrect data supplied in writing by the Architect or his authorized representative, the cost of rectification shall be borne by the Karkhana / Mill. The checking or inspection of any setting out of any line or level or work by Architect or his representative shall not in any way relieve the contractor of his responsibility for correctness thereof. The contractor shall carefully protect and preserve all Bench mark, site rails pegs and stones etc. used in setting out the works. Marking out the center lines of C.D. works necessary approaches etc. shall be done by he contractor at his own cost as directed by the Architect.

Contractor.

No. of Corrections

Architect.

Accompaniment of Government Resolution  
Public works department No.CAT/06/148, Dated 16.05.2005

**PRICE VARIATION CLAUSE**

If during the operative period of the contract as defined in condition (i) below, there shall be any variation in the Consumer price index (New series) for Industrial workers for **SOLAPUR** Centre as per the labour Gazette published by the commissioner of labour, Government of Maharashtra and in the wholesale price Index for all commodities prepared by the office of Economic Advisor, Ministry of Industry, Government of India, of in the price of Petrol/Oil and Lubricants and major construction material like Bitumen, Cement, Steel, Various types of metal pipes etc. then subject to other conditions mentioned below price adjustment on account of 1) Labour Component 2) Material Component 3) Petrol, Oil and Lubricants Component 4) Bitumen Component 5) HYSD and mild steel component 6) Cement Component 7) C.I. and D.I. pipes Component calculated as per the formulae hereinafter, appearing shall be made. Apart from these no other adjustments shall be made to the contract price for any reasons whatsoever. Component percentage as given below are as of the total cost of work put to tender. Total of labour, Material and POL component shall be 100 and other components shall be as per actuals.

1) Labour Component	:	K <sub>1</sub>	40 %
2) Material Component	:	K <sub>2</sub>	58 %
3) POL Component	:	K <sub>3</sub>	2 %
4) Bitumen Component	:	Actual	
5) HYSD and Steel Component	:	Actual	
6) Cement Component	:	Actual	
7) C.I. and D.I. Pipe Component:	:	Actual	

Note - If Cement, Steel, Bitumen, C.I. and D.I. Pipes are supplied on Schedule 'A' then respective component shall not be considered. Also if particular component is not relevant same shall be deleted.

**1) Formula for Labour Component**

$$V_1 = 0.85 \times P \times \left\{ \frac{K_1 \times (L_1 - L_0)}{100 \times L_0} \right\} \quad \text{Where}$$

V<sub>1</sub> = Amount of price variation in Rupees to be Allowed for labour component.

P = Cost of work done during the quarter under Consideration.

Minus the cost of Cement, HYSD and Mild Steel, bitumen, C.I. and

D.I. Pipes calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration (These star rates shall be specified here)

1) Bitumen Component	:-.....
2) HYSD and Steel Component	:- Rs. 45,785/- Per mt.
3) Cement Component	:- Rs. 235/- Per bag.
4) C.I. and D.I. Pipe Component	:-.....
5) Structural Steel	:- Rs.46,000/- per mt.

K<sub>1</sub> = Percentage of labour component as indicated above.

$L_0$  = Basic consumer price index for Pune centre shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

$L_1$  = Average consumer price index for Pune center for the quarter under consideration.

2) **Formula for Labour Component**

$$V_2 = 0.85 \times P \times \left\{ \frac{K_2}{100} \times \frac{M_1 - M_0}{M_0} \right\} \quad \text{Where}$$

$V_2$  = Amount of price variation in Rupees to be allowed for Materials component.

P = Same as worked out for labour component.

$K_2$  = Percentage of material component as indicated above.

$M_0$  = Basic wholesale price index shall be average wholesale price index for the quarter preceding the month in which to the last date prescribed for receipt of tender, falls.

$M_1$  = Average wholesale price index during the quarter under consideration.

3) **Formula for Petrol, Oil and Lubricant Component**

$$V_3 = 0.85 \times P \times \left\{ \frac{K_3}{100} \times \frac{P_1 - P_0}{P_0} \right\} \quad \text{Where,}$$

$V_3$  = Amount of price variation in Rupees to be allowed for POL component.

P = Same as worked out for labour component.

$K_3$  = Percentage of Petrol, Oil and Lubricant Component.

$P_0$  = Average price of HSD at ..... during the quarter preceding the month in which the last date prescribed for receipt of tender falls.

$P_1$  = Average price of HSD at ..... during the quarter under consideration.

4) **Formula for Bitumen Component**

$$V_4 = QB \times (B_1 - B_0) \quad \text{where,}$$

$V_4$  = Amount of price variation in Rupees to be allowed for Bitumen component.

QB = Quantity of Bitumen (Grade) in metric tones used in the permanent works and approved enabling works during the quarter under consideration.

$B_1$  = Current, average ex-refinery price per metric tonne of Bitumen (Grade) under consideration including taxes (octroi, excise, sales tax) during the quarter under consideration.

$B_0$  = Basic rate of Bitumen in rupees per metric tonne as considered for working out value of P or average ex-refinery price in rupees per metric ton including taxes (octroi, excise, sales tax) of Bitumen under consideration for prevailing quarter preceding the month in which the last date prescribed for receipt of tender, falls, whichever is higher.



5) **Formula for HYSD and Mild Steel Component**

$$V_5 = \frac{S_0 (SI_1 - SI_0)}{SI_0} \} \times T \quad \text{Where,}$$

$V_5$  = Amount of price variation in Rupees to be allowed for HYSD/Mild Steel component.

$S_0$  = Basic rate of HYSD/Mild Steel in rupees per metric tonne as considered for working out value of P.

$SI_1$  = Average Steel index as per RBI Bulletin during the quarter under consideration.

$SI_0$  = Average Steel index as per RBI Bulletin during the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

$T$  = Tonnage of Steel used in the permanent works for the quarter under consideration.

6) **Formula for Cement Component**

$$V_6 = \left\{ \frac{C_0 (CI_1 - CI_0)}{CI_0} \right\} \times T \quad \text{Where}$$

$V_6$  = Amount of price escalation in Rupees to be allowed for Cement component.

$C_0$  = Basic rate of Cement in rupees per metric tonne as considered for working out value of P.

$CI_1$  = Average Cement index published in the RBI Bulletin for the quarter under consideration.

$CI_0$  = Average of Cement index published in the RBI Bulletin for the quarter preceding the month in which to the last date prescribed for receipt of tender, falls.

$T$  = Tonnage of Cement used in the permanent works for the quarter under consideration.

7) **Formula for C.I. / D.I. Pipe Component**

$$V_7 = Q_0 \times (D_1 - D_0) \quad \text{Where}$$

$V_7$  = Amount of price escalation in Rupees to be allowed for C.I. / D.I. pipe component.

$D_0$  = Pig iron basic in rupees per metric tonne as considered for working out value of P.

$D_1$  = Average Pig Iron price in rupees per tonne during the quarter under consideration (Published by IISCO).

$Q_0$  = Tonnage of C.I. / D.I. pipes used in the works during the quarter under consideration.

**II) THE FOLLOWING CONDITIONS SHALL REvail**

- I) The operative period of the Contract shall mean the period commencing from the date of the work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any for completion of the work granted by Engineer under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer as regards the operative period of the contract shall be final and binding on the contractor. Where any compensation of liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant contract provisions, the price adjustment amount for the balance work from the date of levy of such compensation shall be worked out by pegging the indices  $L_1$ ,  $M_1$ ,  $C_1$ ,  $P_1$ ,  $B_1$ ,  $SI_1$  and  $CI_1$  to the levels corresponding to the date from which such compensation is levied.

- II) This price variation clause shall be applicable to all contracts in B-1 / B-2 and C forms but shall not apply for piece works. The price variation shall be determined during each quarter as per formula given above in this clause.
- III) The price variation under this clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of clause 38/37 of the contract form B-1 / B-2 respectively. Since the rates payable for extra items or the extra quantities under clause 38/37 are to be fixed as per the current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under clause 38/37 of the contract form B-1 / B-2 extends beyond the operative date of the DSR then rates payable for the same beyond the date shall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less.
- IV) This clauses is operative both ways, i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the Government shall be entitled to recover the same from the contractor and the amount shall be deductible from any amounts due and payable under the contract.
- V) To the extent that full compensation for any rise or fall in costs to the contractor is not entirely covered by the provision of this or other clauses in the contractor, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.

Signature of Contractor

No. of Corrections

Executive Engineer

तारांकित दरपत्रक

कामाचे नांव :

अ.नं.	साहित्याचे नांव	मंजूर दरसूचीनुसार दर	बाजार भाव दर			तारांकित दर	शेरा
1	2	3	4	5	6	7	8
1							
2							
3							
4							

कार्यकारी अभियंता.

**SPECIAL CONDITIONS (APPENDIX) :**

WORK: PROPOSED MODIFICATION  
FOR SOMESHWAR S.S.K. LTD.,  
SOMESHWARNAGAR,  
TAL - BARAMATI, DIST - PUNE.

**beri**  
URBAN AND ENVIRONMENTAL  
PLANNERS LLP.  
PUNE - KOLHAPUR.  
**JOB NO. 163**

**Construction of 8000 MT Molasses Tank (Civil Work) :**

- a. Estimated Cost : Rs. 66,94,218/-
- b. Earnest Money : Rs. 67,000/-
- c. Initial Deposit Amount : 2.50 %
- d. Total Deposit Amount : 5.00 %
- e. Period for Completion of the work : TWO calendar months including monsoon.
- f. Compensation per day for non-completion of the work within the period for completion of the work : Rs. 3,000/-
- g. Token Penalty Amount : Rs. 3,000/- and more as per severity of error.
- h. Number of Interim Certificates : One every month.
- i. Period for Honouring Interim Certificates : Fifteen days.
- j. Minimum value of interim certificate : Rs. 25.00 Lakh.
- k. Period for Recording Measurements : Fifteen days.
- l. Period of Final Measurements : Two months.
- m. Defects Liability Period : Twelve months after completion.
- n. Electricity power will be supplied and made available on site at one point free of charge to the Contractor.

- o. Water will be supplied free of charge to the Contractor at any one point near the building as desired by the Contractor, from where it can be tapped by the Contractor at his own cost. The Contractor shall make his own arrangements for transport, pumping and storage of water near site.
- p. The Contractor shall procure and provide the whole of the materials required for the construction and other building materials, tools, equipments on the site of construction at his cost (including cement and steel) from Open Market. The Owner does not take responsibility of supplying any of the material.
- q. In case of any discrepancy, the order of precedence in interpretation shall be as under :
  - i) Drawings.
  - ii) Schedule of quantities i.e. Specifications & Bill of Quantities.
  - iii) Additional conditions.
  - iv) Special conditions (Appendix).
  - v) General conditions of contract.
  - vi) Maharashtra P.W.D. latest Civil & Electrical specifications.
  - vii) IS Codes.
  - viii) International Codes.
  - ix) Best Engineering practice.
- r. Standard price rise or escalation claim will not be entertained.
- s. The estimated quantities are approximate and all quantities are likely to vary substantially. No extras will be paid for variations.
- t. The Contractor should quote his rates taking into account the all taxes applicable in contract as in force on the date of submission of tender. G.S.T. will be paid separately as a line item in the estimate. The Service tax, wherever applicable and charged in the bill will be reimbursed to the contractor on verification and satisfaction.
- u. This contract is under jurisdiction of court at Pune.
- v. Any disputes regarding this contract, except regarding clauses in which the Architect's decision is final and binding, shall referred to the arbitrator or panel of arbitrators acceptable to both the parties and Architect.

- w. The word 'Architect' shall stand for the Architect himself for all technical purposes and for the Karkhana himself for day to day work and all other purposes.
  - x. The Contractor is assumed to have seen the site of the proposed work to arrive at a clear understanding of the conditions under which the work to be carried out.
  - y. The Contractor shall be responsible for maintaining the site free from accumulation of rubbish. He shall haul away all debris from time to time.
  - z. The Contractor shall make his own arrangement for his workers' camp and staff accommodation, the Karkhana shall provide open space for labour camp to the Contractor. The Contractor is responsible for controlling labours, so as not to cause any nuisance, damage or loss in Karkhana premises.
  - z1. The Contractor is advised to take precaution while constructing safe guard the building, other constructions and machinery. The Contractor shall make good all damages, so caused, at his own cost to the satisfaction of the Karkhana.
  - z2. The Contractor should arrange scaffolding as directed by the Architect to inspect the work of roofing and allied work.
  - z3. Following minimum full time technical staff shall be kept employed on the work :
    - (i) Project-in-charge : One Senior Engineer with degree, with 10 years experience in similar Co-gen factory works.
    - (ii) Assistant in charge : One Junior Engineer with 5 years experience in similar works.
    - (iii) Supervisor : One
- For the period, above staff is not on site, deduction will be made in Contractor's running bill at Rs. 35,000/-, Rs.25,000/-, and Rs.15,000/- per month respectively.
- z4. All concrete work shall be weigh batched machine mixed and machine vibrated. All mortar to be machine mixed either by full/half bag mixer.
  - z5. Cement consumption shall be as per P.W.D. specifications. In case of non-mix design concrete for M-15 / M20 / M25 mix, an additional weightage of 0.5 Bag will be considered. Allowing 5% variation less

cement consumed than above will be debited at double penal rates, at contractor's account.

- z6. Intended volumetric mix for M 15 grade concrete for all grades of cement is as below : (Non mix design)

1 bag of cement + 2 boxes of sand + 1 box of grit, 2 boxes of metal + 20 litres of water + waterproofing compound /Plasticisers /hardner/Air entraining agents as required. (Box size - 300 x 500 x 300 mm deep.)

- z7. Intended volumetric mix for M 20 grade concrete for all grades of cement is as below : (Non mix design)

1 bag of cement + 1 box of sand (300 x 600 x 300 mm) + 1 box of grit (300 x 450 x 300 mm) + 1 box of metal (300 x 600 x 300 mm) + 18 litres of water + waterproofing compound /Plasticisers /hardner /Air entraining agents as required.

- z8. Unless mix design is submitted, intended volumetric mix for M-25 grade concrete for all grades of cement is as below :

1 bag of cement + 1 box of sand (300 x 380 x 300) + 1 box of grit (300 x 380 x 300) + 1 box of metal (300 x 380 x 300 mm) + 18 liters of water + waterproofing compound/plasticisers/hardner/air entraining agents as required.

(Minimum 8.00 bags per Cu.M. are intended to be used. This factor may vary depending upon various raw material available nearby site, no extras will be paid.)

- z9. All shuttering to be of new steel or new plywood except there are impracticable places where there is coving or at end corners. Use of vibrator for all concreting work will be insisted on. Steel pipe props to be used. All centering materials shall be examined and certified for its use by the Architect. The Contractor shall use demoulding oil for shuttering and Cemprover, Ask-O-Stick or similar type materials on R.C.C. surface for finishing after hacking the surface. All plywood plates used to have J.W. framing at every 600 x 600 or 600 x 1200 mm grid as required, all vertical walls to be casted by through bolts left in place method as per instructions.

- z10. Minimum equipment on site should be as under :

(1) One bag mixers -2 Nos. (2) Two Vibrators (3) Hand pumps for watering - 1 Nos. (4) Bar cutting / Bar bending machine - 2 Nos.

(SBM-36 of Spartar or equivalent) (5) 80 to 90 T Crane, and Hydra should made available for all days (6) Mechanical murum compactor (Universal or equivalent make MWB-60) – 1 Nos. \* (7) Surface vibrator – 1 No. (8) Slump cones – 2 Nos. (9) Sand sieving / washing machines – (if required), (10) Wood cutting machine – 1 No. for centering (11)

Electric drills – 2 Nos. (12) Weigh batcher for aggregates – 2 Nos. (13) Compression testing machine, sieves, balance with weights (14) Gauge, measuring jar, cube moulds – 12 Nos. (15) Various sizes of aluminium ladders (16) Welding transformers – 4 Nos. (17) Press screws – 1 Nos. (18) Winch screw, shear machine screw – 1 No. (19) Gas cutter – 1 No. (20) Drill machine – 1 No. (21) Portable drill machine, magnetic drill, pug machine – 1 No. (22) Portable grinder – 1 No. (23) Bench grinder – 1 No. (24) Tremix system complete with Power trowel etc. (25) Hydra – 1 No. (26) Small grouting machine - Gubbi make – 2 Nos. (27) Tractor with dumping trolley – 2 Nos. (28) Total Station machine – 1 No.

- z11. In order to prevent disputes arising out of penalty amount, daily progress log book shall be kept with the Factory to monitor progress of daily work. The log book shall be filled in Factory 's representative and must be signed both Factory 's representative and Contractor.
- z12. The Contractor/his chief Site Engineer should attend Architect's head office at least twice a month for solving of difficulties / co-ordination /clarification etc., to ensure that the tempo of work is not hampered.
- z13. The Contractor (sole proprietor/one of the partners/directors), must visit the site one day prior to the Architect's visit, make a list of problems / difficulties (technical and other), along with the Factory / Factory's site-in-charge, to enable him to attend the Architect's visit with due diligence. Even otherwise should also visit the site once a week minimum. Failing which a penalty of Rs. 5,000/-for the Architect's visit and Rs.2,500/- for weekly visit will be levied. The contractor should attend the fortnightly co-ordination meeting in person alongwith his Senior Engineer, Architect & Karkhana Civil Engineer.
- z14. The Contractor should strictly follow instructions given by the Architect during his site visit and implement these before his next visit. During the subsequent visit of the Architect, xerox copy of the earlier visit report showing compliance of visit points should be kept ready. Failing which a fine of Rs. 10,000/- will be levied.
- z15. The Contractor should do optimum use of materials as per tender supplied by the client. The cost of wastage of materials due to



- negligence while stacking, storing at site, or while working, or cost of wastage due to mistakes in following the drawing and workmanship etc., will be borne by the Contractor. This amount will be decided by the Architect/Karkhana Civil Engineer.
- z16. The Contractor should strictly maintain register for all the sundry material duly signed by the Factory Civil Engineer / Architect's Site Engineer. If the material consumption is less than the standard requirements, such item will not taken into account for payment.
- z17. The Contractor to submit weekly progress report to the Factory and Architect mentioning work done, stages of work, labour and material at site, material issued by the Factory and other relevant details.
- z18. For all non-tendered items, prior written approval of the Factory /Architect for their rates and quantities should be got obtained before commencement of work for such item.
- z19. The sequence of work will be as required by Karkhana/machinery suppliers.
- z20. The Contractor should submit the detailed rate analysis of major items within fifteen days of award of tender.
- z21. All materials, fittings, fixtures shall be of heavy and high quality within the scope of specifications. Samples of materials should be got approved well in advance.
- z22. Full payment of structural concrete items will be done only after confirmation that the concrete test reports are in order. It is the Contractor's responsibility to take at least four cubes as per latest IS practices for every 25 cum of concrete. They should be duly numbered serially and signed datewise by the site-in-charge and tested by the Contractor at his own cost from the nearest Govt. Polytechnic / Engineering College laboratory insisted by Karkhana. A log book of test report is to be kept. Awaiting test results the Contractor will be paid 70% of the full amount due to him.
- z23. All concreting of machinery foundation should be in form finish. Honey-combing patch work will have to be done only after Architect's visit. If major honey combing is there, special grouting for making good is to be done by specialised agency as suggested by the Architect, at Contractor's cost.
- z24. No extra will be paid of special Curvilinear formwork for foundations & R.C.C. works.

- z25. The levels shown in drawings are all tentative. Final levels will be decided by the Architect after lining out. Hence all quantities are likely to vary, for which no extras will be considered.
- z26. It is the contractor's responsibility to pay all royalties against basic materials and he should not claim for its payment in addition to tendered rates. Also he should submit all xerox copies of royalty receipt of materials coming at karkhana site (sand, murum, aggregate, rubble etc.), failure to which, amount of royalties will be deducted from contractor's bill.
- z27. If asked the contractor should execute some smaller works on the campus, upto Rs. Twenty Five lakhs at the same tendered rates.
- z28. The Contractor shall submit detailed measurements writing R.L's of grounds/ plinth/inverts levels along with application form (Architect) to factory / Architects.
- z29. The Contractor should take 'All Risk' policy insurance of the work of at least 30% of the tendered amount and arrange for insurance for his labour and labour license, E.S.I., E.P.F., as per Karnataka Labour Regulation Act (Order No. 206, BMD 60 dtd., 14th June 1962 vide annexure I,II and III shall be binding on the Contractor.)
- z30. If certain plasticisers, hardners and grouting admixtures (other than schedule 'B') are asked to be used in concrete, they will be paid on actual basis, incurred by the Contractor. The Contractor must have valid bills for the same.
- z31. The quantity of chemicals which are specified in schedule 'B' will be paid as per quantity purchased by the Contractor. For this, he should submit actual bills ( countersigned by Architect's Engineer / Karkhana Civil Engineer) of the purchased quantities, failing which only billed quantity will be paid to the Contractor during running / final bills. Credit memos will not be entertained.
- z32. The Contractor should note that the item of flooring concrete is inclusive of finishing, and is to be laid monolithic without joints, and later on by concrete cutter expansion joints as directed will have to be created and filled with Polysulphide sealant.
- z33. All reinforcement will have company made concrete plastic bar supports to be provided at no extra cost.

- z34. First quality materials and workmanship will be insisted upon. The Contractor should take this factor in mind before quoting the work.
- z35. Dimensions, line, level, plumb, accuracy for machine foundations should be maintained as per drawings. Any discrepancies should be made good as directed at Contractor's cost.
- z36. One sample with all schedule of quantities should be submitted / shown for preliminary inspection before taking up the work. After preliminary inspection the sample should be fixed at the site to ascertain the performance. The work should taken up only after rectification of defects etc. to the full satisfaction to the department and after obtaining formal approval.
- z37. The names and specimen signatures of signatories of Contractor to whom material on part of Employer cement, Tor steel, round steel and structural steel etc. is to be issued over, shall be furnished to the Employer with due certification of the Contractor. This is for the sake of ease of issue of material on part of Employer.
- z38. The selected Contractor shall enter into an agreement with the Employer. Till then the terms and conditions of the tender shall remain in force. These terms and conditions shall continue to remain force as a part of agreement.
- z39. Minimum de-shuttering period for R.C.C. works should be as per typical R.C.C. drawing. The contractor should take this factor in mind before quoting the work.
- z40. The Employer reserves the right to stop the work at any stage, if the Architect's opinion, if however, inspite of all care of realignment of trusses is not structurally or practically feasible or unsafe.
- z41. The contractor should note that, for Item of supplying oversize metal, Undersize metal and murum, No. of trips are recorded and get signed from Karkhana Civil Engineer.
- z42. The contractor shall work in close harmony with other contractors. He shall arrange the sequence of work in such a manner that the work is not delayed.
- z43. All thickness shown on drawings are compacted thickness, the contractor should bring loose material on site taking into account this factor.

- z44. If an item of work is to be carried out, for which a rate and specification has not been specified in the estimate of particular work, the Architect at his discretion shall apply the same tendered rate for the particular item if specified in the estimate of any other work of the Project, undertaken by the same Contractor.
- z45. If section mentioned in the drawings are not available in the market and if the Employer and Architect are convinced about it, alternative sections are to be decided by the Architect at his discretion.
- z46. The Contractor is assumed to have seen the site of the proposed work to arrive at a clear understanding of the conditions under which the work to be carried out.
- z47. The contractor should note that he should be equipped with Reversible drum type mixer RM-300 or equivalent (Universal or equivalent make).
- z48. All steel to be used for the fabrication work should be free from rust. Cleaning with kerosene will be insisted on before applying primer coat at Contractors cost.
- z49. Following quantity of consumption of materials for fabrication work is intended. Contractor must keep sufficient proofs for the said consumption
- |  |   |   |
|--|---|---|
| 1] Kerosene for cleaning of steel work | : | 3 Litrs per M.T.                                      |
| 2] Rust converter                      | : | 3 Litrs per M.T.                                      |
| 3] Synthetic enamel paint              | : | 6 Litrs per M.T.                                      |
| 4] PVC Self tapping screws             | : | 3 Nos. per purlin<br>+ for side laps @ 500<br>Centres |
- z50. Wastage percentage of Steel is to be considered as 4% for reinforcement steel and structural steel. Lap measurement will be paid for reinforcement steel, whereas 4% wastage will be considered for reconciliation statement.
- z51. Welding should be as per Architect's written and site instructions and must be done to his entire satisfaction, both side welding will be insisted where required.
- z52. All gussets, base plated and sizes of minor members etc., will be paid as per detailed drawings.

z53. All bolted joints are to be fully welded after erection the structure. The Contractor shall provide additional cleats to transport to columns. No extra will be paid for cleats except for payment of additional weight at tendered rate.

z54. Nuts, bolts and washers will be paid at the same rate of structural steel for this work. No extra consumption will be given for welding and washers. Weight of fabricated members will be worked out from ISI hand book. Bolt holes will not deducted. The Contractor is assumed to have incorporated for burning allowance and rolling margin over weights in his tendered rate. All holes to drilled and not punched, gas cutting will not be allowed.

z55. Suitable parts of fabricated members will be prepared and transported on site. Nuts and bolts can be used to join these parts on site. Bolt holes shall be drilled and not punched. All fabricated steel will be painted with one coat of approved rust converter primer before erection. Fabrication work is to be done at site. All shop fabrication should be completed, examined and shop painted and then brought on site.

z56. The following list is given as guidance for equivalence of quality and pricing. The Contractor can propose any other product of such equivalence, for the Architect's written approval :

1. Steel : Thermax TMT 500 of 'Rajauri' or 'Kamdhenu' or equivalent make
2. Structural Steel : Grade I 'SAIL', 'TATA'. 'VIZAG' or equivalent.
3. Square Tubes : 'Appolo' make available at :  
M/s D.R. Brothers,  
Patel Chowk, Laxmi Road, Jamwadi,  
Sangli: 416 416. Mob. 9422040910,
4. Adhesives. Sealants : 'KERAKOL'  
Mob.9324045594.
5. Welding rods : 'Ador' superbond-6013

(z56 Cont.)

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**Job.No.163.**

6. Bolts : Tata / Unbrako
7. Core & NDT test and other tests : M/s Yashodhan Constrolab,  
'Aryadurga Apartment', 901,  
B Ward, Raviwar Peth,  
Kolhapur: 416 012.  
Ph.0231-2640806,  
Mob.9823069639,  
Email: sudhir\_hanje@yahoo.com
8. ASK - O – Stick : Shri. Babulal Shah,  
Near Ram Mandir, Sangli  
Miraj Road, Sangli-416 416.  
Ph. No. (0233) 2320998.

z57. Following are the drawings in this connection with the work :

Sr.	Name of Drawing	Drawing No.	Revision
1	Molasses Tank 8000 MT Capacity	163/S-1	

**DATE :**

**PLACE :**

**SIGNATURE OF THE CONTRACTOR**

<b>CONSTRUCTION OF 8000 MT MOLASSES TANK (CIVIL WORK) ( 30m DIA. OF WALL ) :</b>							
<b>Sr. No.</b>	<b>Description</b>	<b>D.S.R . Ref. No.</b>	<b>Rate Analy sis Ref. No.</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate Rs.</b>	<b>Amount Rs.</b>
1	Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, including removing the excavated to a distance of 50 m. beyond the building area and stacking material up and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 1.5 m.) a) Soft Soil/ filled up soil/ Black Cotton Soil	21.02 / BDA1	4	Cum	668.00	150.15	1,00,300
(Rs. One Hundred Fifty & Ps. Fifteen only)							
2	Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, including removing the excavated to a distance of 50 m. beyond the building area and stacking material up and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 1.5 m.) a) Hard Murum & Boulders	21.10 / BDA3	5	Cum	154.00	182.70	28,136
(Rs. One Hundred Eighty Two & Ps. Seventy only)							
3	Excavation for foundation in soft rock & old cement or lime masonry foundation, including removing the excavated to a distance of 50 m. beyond the building area and stacking material up and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 1.5 m.) a) Soft rock	21.14 / BDA4	6	Cum	39.00	312.90	12,203
(Rs. Three Hundred Twelve & Ps. Ninety only)							

Sr. No.	Description	D.S.R . Ref. No.	Rate Analysis Ref. No.	Unit	Qty.	Rate Rs.	Amount Rs.
4	Excavation for foundation in Hard rock by chiselling, wedging, line drilling, etc., Including trimming and leveliing the bed, removing the excavated material upto a distance of 50 meters beyond the building area stacking as directed, dewatering and back filling with avilable earth / murum watering, ramming etc. complete (lift upto 1.5m)	21.20 / BDA6	7	Cum	10.00	1148.70	11,487
(Rs. One Thousand One Hundred Forty Eight & Ps. Seventy only)							
5	Filling in plinth and floors with approved excavated material in 15cm. to 20cm. layers including watering and compacting etc.complete.	21.36 / BDA10	14	Cum	135.00	89.25	12,049
(Rs. Eighty Nine & Ps. Twenty Five only)							
6	Filling in plinth & floors with contractors material/brought from outside and approved by Engineer incharge in layer of 15cm to 20cm including watering and compaction etc., complete	21.37 / BDA11	15	Cum	73.00	476.00	34,748
(Rs. Four Hundred Seventy Six only)							
7	Providing and filling in the foundation with sand of approved quality including watering, compacting etc. complete. (To be executed with prior approval of Superintending Engineer)	21.39 / BDA13	80	Cum	479.00	2015.98	9,65,654
(Rs. Two Thousand Fifteen & Ps. Ninety eight only)							
8	Carrying away the excavated and all type of material beyond stated in other dismanting items, including all lifts, anywhere beyond the site at contractor's account as directed by Engineer-in-charge, including loading, unloading, transportation, etc., completed.	Statem ent C1	16	Cum	491.00	156.71	76,945
(Rs. One Hundred fifty six & Ps. Seventy one only)							



Sr. No.	Description	D.S.R . Ref. No.	Rate Analysis Ref. No.	Unit	Qty.	Rate Rs.	Amount Rs.
9	Providing and laying Cast in situ/Ready Mix cement concrete in 1:4:8 of trap/ granite/ quartzite/ gneiss metal for compacting, roughening them if special finish is to be provided, foundation and bedding including bailing out water, formwork, laying/pumping, finishing if required and curing complete, with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With natural sand/V.S.I. quality Artificial Sand.	24.01 / BDE1	19	Cum	37.00	4765.47	1,76,322
(Rs. Four Thousand Seven Hundred Sixty five & Ps. fourty Seven only)							
10	Providing second class Burnt Brick masonry with conventional/ I.S. type bricks in cement mortar 1:6 in foundation & plinth including striking joints, raking out joints, watering and scaffolding etc. Complete	27.01 / BDG	25	Cum	1.00	6032.63	6,033
(Rs. Six Thousand thirty two & Ps. Sixty three only)							

Sr. No.	Description	D.S.R . Ref. No.	Rate Analysis Ref. No.	Unit	Qty.	Rate Rs.	Amount Rs.
11	Providing and laying Cast in situ/Ready Mix Plain cement concrete in M20 of trap/ granite/quartzite/gneiss metal for bed blocks, foundation blocks and such other items including bailing out water, plywood/steel formwork, laying/ pumping, compacting, roughening them if special finish is to be provided, finishing uneven and honeycombed surface and curing etc. complete. The Cement Mortar 1:3 plaster is considered for rendering uneven and honeycombed surface only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed.), with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With natural sand/V.S.I. quality Artificial Sand (Extra Concrete)	24.10 / BDE4	20	Cum	24.00	5829.38	1,39,905
(Rs. Five Thousand Eight Hundred Twenty Nine & Ps. Thirty Eight only)							

Sr. No.	Description	D.S.R . Ref. No.	Rate Analysis Ref. No.	Unit	Qty.	Rate Rs.	Amount Rs.
12	Providing and laying Cast in situ/Ready Mix cement concrete M-20 of trap / granite /quartzite/ gneiss metal for R.C.C. work in foundations like raft, strip foundations, grillage and footings of R.C.C. columns and steel stanchions etc. including bailing out water, formwork ,cover blocks, laying/pumping, compaction and curing roughening the surface if special finish is to be provided (Excluding reinforcement and structural steel) etc. complete, with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With natural sand/V.S.I. quality Artificial Sand	25.11 / BDF3	34	Cum	95.00	6067.73	5,76,434
(Rs. Six Thousand Sixty Seven & Ps. Seventy Three only)							
13	Providing and laying Cast in situ/Ready Mix cement concrete M-20 of trap / granite /quartzite/ gneiss metal for R.C.C. Walls as per detailed designs and drawings or as directed including centering, formwork, cover blocks compacting and roughening if special finish is to be provided and curing etc. complete. (Excluding reinforcement and structural steel).with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With natural sand/V.S.I. quality Artificial Sand	25.31 / BFD5	36	Cum	47.00	11269.43	5,29,663
(Rs. Eleven Thousand Two Hundred Sixty Nine & Fourty Three only)							

Sr. No.	Description	D.S.R . Ref. No.	Rate Analysis Ref. No.	Unit	Qty.	Rate Rs.	Amount Rs.
14	Providing and laying Cast in situ/Ready Mix cement concrete M-20 of trap / granite /quartzite/ gneiss metal for R.C.C .Columns as per detailed designs and drawings or as directed including centering, formwork, cover blocks compacting and roughening if special finish is to be provided and curing etc. complete. (Excluding reinforcement and structural steel).with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With natural sand/V.S.I. quality Artificial Sand	25.31 / BFD5	36	Cum	5.00	11269.43	56,347
(Rs. Eleven Thousand Two Hundred Sixty Nine & Ps. Fourty Three only)							
15	Providing and laying Cast in situ/Ready Mix cement concrete M-20 of trap/ granite / quartzite/ gneiss metal for R.C.C. slabs and landings as per detailed designs and drawings including centering, formwork, cover blocks, compaction, finishing the formed surfaces with cement mortar 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening if special finish is to be provided and curing etc. complete.(Excluding reinforcement and structural steel).with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With natural sand/V.S.I. quality Artificial Sand	25.70 / BDF8	39	Cum	132.00	11140.28	14,70,516
(Rs. Eleven Thousand One Hundred Fourty & Ps. Twenty Eight only)							

Sr. No.	Description	D.S.R . Ref. No.	Rate Analy sis Ref. No.	Unit	Qty.	Rate Rs.	Amount Rs.
16	Providing and fixing in position TMT - FE - 500 bar reinforcement of various diameters for R.C.C. pile caps, footings, foundations, slabs, beams columns, canopies, staircase, newels, chajjas, lintels, copings, fins, arches etc. as per detailed designs, drawings and schedules. including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required complete.	26.33 / BDF17	45	MT	19.00	67372.01	12,80,068
(Rs. Sixty Seven Thousand Three Hundred Seventy Two & Ps. One only)							
17	Providing cement plaster 20mm thick in two coats in cement mortar 1:6 without neeru finish, to concrete, brick surface, in all positions including scaffolding and curing etc. complete	32.07 / BDL4A	48	Sqm	95.00	410.70	39,017
(Rs. Four Hundred ten & Ps. Seventy)							
18	Providing and laying cement concrete flooring <b>50mm thick</b> with M20 cement concrete laid to proper level and slope in alternate bays including compaction, filling joints, marking lines to give the appearance of tiles of 30cm x 30cm or other size laid diagonally/ square etc. finishing smooth (with extra cement) in any colour as directed and curing etc. complete. With Crushed Sand.	33.16 / BDM	73	Sqm	117.00	406.54	47,565
(Rs. Four Hundred six & ps. fifty four only)							
19	Providing & laying Silpulin sheet ( 120 GSM) as directed by engineer incharge	NDSR1 3	NDSR1 3	Sqm	684.00	148.50	1,01,574
(Rs. One Hundred fourty eight & ps. Fifty only)							
20	Providing and laying 50 mm thick sand bitumen mix 30/40 bitumen (50%) + (50%) sand passing through four square mesh to a centimeter, after applying tack coat, heating, compacting, etc., complete.	NDSR	16	Sqm	707.00	254.62	1,80,016
(Rs. Two Hundred fifty four & ps. Sixty two only)							

Sr. No.	Description	D.S.R . Ref. No.	Rate Analysis Ref. No.	Unit	Qty.	Rate Rs.	Amount Rs.
21	Providing and casting in situ or precast tapering R.C.C. M-20 Semi Barrier type Kerb with gutter ( as per IRC 86 1983) embedded 125mm below ground level over M-10 PCC finished neatly with C.M. 1:2, setting the same in C.M. 1:2, including the required excavation in any strata and removing the excavated stuff any where in city and redoing the surface as specified and directed by Engineering In-charge. Using Concrete Batching and Mixing Plant	7.05 / MORTH 409	81	Rm	1015.00	658.35	6,68,225
(Rs. Six Hundred Fifty Eight & Ps. Thirty Five only)							
22	Providing & fixing the PENEBAR SW-55 controlled expansion water stop, at all levels. Clean the surface thoroughly, Apply coat of adhesive of PENEBAR SW-55 with necessary application ration with required compounds, & place the water stopper by moderate hand at required place like construction joint, expansion joint, water stopper joint etc. & butt the ends properly. The work & rate shall include cost of materials, labour, watering, etc. complete	NDSR 9	NDSR 9	Rm	95.00	605.00	57,475
(Rs. Six Hundred five only)							
23	Providing & mixing water retarding, reducing, to enhance the workability of concrete, plasticizer of "BASF" make name POZZOLITH 225. The dosage ml/bag will be paid as per the design mix. The quantity will be paid as per liter per bag. The quantity mentioned in the Special Conditions of Tender is typical i.e. 200ml/bag of cement. The work & rate include material, labour for mixing, all leads & lift etc. complete	NDSR 1	NDSR 1	Lit	388.00	86.00	33,368
(Rs. Eighty six only)							
24	Additional Royalty Charges			Cum	637.97	141.34	90,170.00
(Rs. One Hundred Fourty one & Ps. Thirty Four only)							

PROPOSED  
MODIFICATION PROJECT  
FOR SHREE SOMESHWAR S. S. K. LTD; AT SOMESHWARNAGAR,  
TAL - BARAMATI,  
DIST - PUNE

beri,  
URBAN ENVIRONMENTAL PLANNERS LLP  
PUNE - KOLHAPUR  
JOB NO.163

Sr. No.	Description	D.S.R . Ref. No.	Rate Analy sis Ref. No.	Unit	Qty.	Rate Rs.	Amount Rs.
	<b>TOTAL RS.:</b>						<b>66,94,218</b>

**BRIEF BIO-DATA OF CONTRACTOR**

**beri**  
URBAN ENVIRONMENTAL PLANNES LLP  
PUNE - KOLHAPUR

• **Full Name and registered address** :.....  
:.....  
:.....  
:.....

• **Date & class of registration with Government and Semi-Government agencies** :.....  
:.....

• **Date of establishment of the present firm** :.....

• **Phone Nos.**

**Office** :..... **e-mail** :.....

**Res.** :..... **Fax** :.....

**Mobile** :.....

---

• **Names of Partners / Directors with Qualifications** :.....  
:.....  
:.....

• **Experience of Partners / Directors Previous to starting the Firm** :.....  
:.....

• **Major geographical areas in which you undertake contracts** :.....  
:.....

• **Minimum & Maximum area in square meters of work you generally undertake** :.....  
:.....

• **Nature of work you generally undertake Civil/Fabrication work/Electrical/HVAC/ Earthwork/Roadwork/Interior/any other Category with details \*** :.....  
:.....  
:.....  
:.....

• **Special Equipment, Machinery etc. owned by the Contractor, along with details \*** :.....  
:.....

• **Details of specials owned, like plywood or steel shuttering, transport facilities along with details etc. \*** :.....  
:.....  
:.....

• **Field of Specialization** :.....

• **Names, qualification, experience and tenure of technical personnel in your service who would be employed on this job on your behalf. \*** :.....  
:.....  
:.....  
:.....

(\* attach separate sheet if required)



Details of major similar works recently completed & in hand. (Also mention year-wise turnover in square meters during last three years)

Name and Place work completed / in hand	Area in square meters	Year of construction & period taken for or due date & stage of completion	Name, Address and Tel. Nos. of Client and Architect

**Date :**

**Signature of Contractor.**