

**Kasturba Balika Vidyalaya
School Building,**
Ishwar Nagar, Delhi 110065

Painting & Repairing work at KBV.



Item Rate/Lumpsum Tender

For

Painting & Repairing work at KBV.

June 2025

1.0 TENDER NOTICE:

1. Sealed item Rate /lumpsum Tenders are invited from Pre-qualified Contractors of repute having adequate resources, well established in the line and experienced in the execution of similar works of comparable magnitude for the following works:

Name of Work : **Painting & Repairing work at KBV**

Estimated Value : Rs. 52,00,000/= Approx.

Earnest Money : Rs. 52,000/= Approx

Last Date and Time of Submission of Tender : 05/06/2025at _____

Date & Time for opening of Technical bid (Part-A) : 10/06/2025at _____

Date & Time for Opening of Price bid (Part-B). : 10/06/2025at _____

Address for submission of Tender : M/s. Kasturba Balika Vidyalaya, Ishwar Nagar, Delhi.

Place of Opening of the Tender : M/s. Kasturba Balika Vidyalaya, Ishwar Nagar, Delhi.

Time of Completion : **In stages, maxi. In Three calendar months from the date of issue of LOI.**

Notes

- 1 Tenders (including BOQ & Drawings PDF format) etc is to be issued as soft copy,
- 2 BOQ duly filled up, to be mailed to Mr. Dubey at mail ID harijan.sangh@rediffmail.com kasturba.vidyalaya@kbv1944@gmail.com, Head-Operations at **Kasturba Balika Vidyalaya, Ishwar Nagar, Delhi.**
- 3 Also a copy to Architects on the below Mail ID designersguild@gmail.com

Tenderers, if **called for negotiation**, will pack, mark and deposit the following documents in original.

- i. Earnest Money Deposit for the amount and in the manner specified in Schedule of Fiscal Aspects
- ii. Letter from Tenderer accepting all terms, conditions and technical specifications of tender.
- iii. Tender documents (NIT, Tender form, General & Special Conditions of Contract etc.) duly signed & stamped.
- iv. Copy of PAN No. an income-tax clearance certificate for last year.

- v. Copy of Work Contract Tax / VAT Registration Certificate/ GST Registration Certificate.
 - vi. Certified copies of Registration Certificate (issued by the Registrar of Companies in case of Company and issued by Registrar of Firms indicating names etc., of all registered partners, in case of Partnership Firm), Partnership Deed and Power of Attorney or Memorandum and Articles of Company in case of Limited / Private Limited Companies will have to be furnished along with the tender to render the tender eligible for consideration.
 - vii. ESI and PF registration with authorities
 - viii. Site organization chart with names of project In- charge, Site Engineer, Foreman and Supervisor along with their qualification and work experience.
 - ix. Detailed construction programme based on the mile stone chart provided in tender.
 - x. List of Sub Contractors / Nominated sub-contractors proposed to be employed at the Project.
- 4 If the bidder deems it necessary to explain anything he may do so in separate cover.
- 6 Tenders shall be valid for acceptance for 90 days from the date of submission.
- 7 The decision of acceptance of the tender rests with the employer and he reserves itself with full rights for the following without assigning any reason whatsoever.
- a) Not accept the lowest tender.
 - b) To reject any or all the tenders.

2.0 INSTRUCTIONS TO TENDERERS:

- 2.1 The tender shall be submitted in accordance with these instructions and any tender not conforming to is liable to be rejected. These instructions shall form part of the Tender and the Contract.
- 2.2 The tender documents, which will be issued to each Tenderer will comprise of these instructions, Tender with appendix, Conditions of Contract, Form of Agreement, Special Conditions, Specifications, Schedules, Bill of Quantities and drawings as detailed in the special conditions. Each Tenderer shall be furnished one complete set of the above tender documents.
- 2.2.1 If the tender is made by or on behalf of a company incorporated under the companies ACT 1956 it shall be signed by the Managing Director or by one of the Directors duly authorized on that behalf. If it is made by a partnership firm it shall be signed with the co-partnership made by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of power of attorney with the tender authorizing him to sign on behalf of the other partners. A certified copy of the registered partnership deed shall also be submitted along with the Tender.
- 2.2.2 Transfer of tender document collected by one intending Tenderer to another is not permissible. If it is found that two or more persons who are connected with one another financially or as Principal and Agent or as Master and Servant have tendered under different names for the same Contract without disclosing their connections, then such tenders shall be rejected and the EMD forfeited. Any contract entered into under such conditions shall also be

liable to be cancelled.

- 2.2.3 Addenda to the tender document may be issued prior to the opening of the tender, if found necessary to clarify the document or to reflect any modification in the design or in the contract conditions. All addenda to this tender document, if issued must be stamped and signed by the authorised signatory and submitted along with the tender document and these will become a part of the tender document scrutiny/evaluation of the tender bid shall be done by Owner/Architect. Necessary clarifications required by the Owner/Architect shall be furnished by the Tenderer with the time specified by them.
- 2.3 The tender shall be filled in, signed with all particulars complete and submitted by one duly authorized to do so. The Tenderer shall satisfy the employer that he is competent and authorized to submit the tender and/or to enter into a legally binding contract with the employer by furnishing documentary evidence in that behalf.
- 2.4 The tender shall be completed with all the documents set out in para 2 above and other documents set out in these instructions and elsewhere in the Tender documents. In particular, the Tenderers shall complete and submit the following for his tender to be considered as bona fide.
- a) Tender document.
 - b) Bill of Quantities, drawings, each page duly signed including all other schedules.
 - c) Deviations if any from tender specifications and/or terms and conditions in a separate envelope.
 - d) Any other supplementary details required for the evaluation of tender like drawings, technical details etc.
 - e) List of plant, equipment, tools etc. with makes, immediately available for deployment on the subject work along with all particulars and time schedule for mobilizing the same to the site.
 - f) Particulars of Engineering and technical staff proposed to be deployed for working on the site along with their qualifications and experience.
- 2.5 The Employer reserves the right to adjust arithmetical or other errors in the tender in accordance with the following general rules. In the event of discrepancy between words and figures quoted, the description in words shall prevail. Similarly in the event of an error in the amount column arising as a result of wrong extension of the unit or item rates / lumpsums shall be regarded as firm and extension amended accordingly. The rate shall be quoted both in words and figures.
- 2.6 No alterations shall be made in any of the tender documents supplied. Tenderer shall by submission of this tender be deemed to have accepted the terms and conditions contained in the tender documents except in so far as any of them is expressly varied by letter attached to the tender stating the variation desired. All such variations shall take the form of a separate statement which shall be as brief as possible and reference to the items, clauses and pages in the document. In addition, the Tenderer shall indicate in this statement, the increase or deduction over the tendered amounts stipulated if the conditions varying the tender documents are withdrawn by him.
- 2.7 This is an item rates / lumpsum measurement contract based on priced bill of quantities however we have converted it to a lumpsum tender for payment and completion stages. Any dispute if arises the item rates / lumpsum tender will be playing part for settling the dispute. The item rates / lumpsums shall be valid till the entire work is completed in all respects (including maintenance period). Tenderers shall note that the prices and rates inserted in the Bill of Quantities, are to be the full

inclusive value of the works described under each item including all costs and expenses which may be required in and for the construction of the works described whether specifically mentioned or not, together with all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. The employer will not be responsible for or pay for expenses or losses which may be incurred by any Tenderer in the preparation and submission of the tender, or in any activity connected therewith. As soon as the successful Tenderer is advised of the award of the Contract to him all future expenses and all taxes etc. to be incurred by him shall be deemed to be covered by the prices quoted in his tender.

2.8 Taxes, Duties, Works Contract Tax, ESI etc.

Excise, duties, octroi, sales tax, work contract tax and all other statutory duties/taxes/charges shall be deemed to be included in the rates by the Contractors as per current applicable rules. The Contractor shall be responsible for payment of ESI, Sales Tax, Excise duties, Octroi, works contract tax, trade tax, royalty and provident fund etc. on materials and works, applicable as per Government rules. **Only GST shall be paid extra as per actual.**

2.9 Cost of Preparing Tender:

The Owner shall not be responsible for nor shall the Owner reimburse any expense or loss which may be incurred by any Tenderer in the preparation and submission during the tender.

2.10 Escalation

Rates quoted by the successful Tenderer shall remain valid and firm during the contract period including the extended period if any. No escalation of any kind is admissible during this period.

2.11 Earnest Money Deposit (EMD)

EMD @1% (Rs. 7 lakhs for this project) of total cost of work in form of Demand draft/ Bank Guarantee, valid for at least 90 days from date of tender submission to be submitted along with the tender. The EMD in any other form except as stated above or tender without the EMD are liable for rejection. The Demand Draft / Bank Guarantee should be in favour of **Kasturba Balika Vidyalaya, Ishwar Nagar, Delhi.**, should be submitted along with the Tender in a separate envelope marked EMD

The EMD shall be refunded to the unsuccessful Tenderers after finalization of work provided a bonafide tender is submitted. In case of successful Tenderer, EMD shall be adjusted against Security Deposit.

The EMD shall be forfeited if the Tenderer fails to start the work within a period of 7 days or fails to sign and execute the agreement as provided after issue of Letter of Intent or written order by client to commence the works. The EMD shall not bear any interest.

2.12 Any Tenderer who may be in doubt as to the meaning of any part of the tender documents shall at once notify the Architect requesting written explanation or clarification thereof. Such explanation or clarification to the tender document shall be issued as formal addenda by Architect to each Tenderer who has purchased/been issued with the tender document and such addenda shall become part of the tender document and be incorporated and returned with it.

2.13 All documents submitted with the tender shall be in the English language, if the tender is submitted in any other language, it will not be admitted unless accompanied by an authenticated English Translation. All documents shall be in metric units.

2.14 Validity:

The tender shall remain valid for 90 days from the date of submission unless otherwise stipulated in the tender notice. Any Tenderer with-drawing or amending his tender within this period shall forfeit his earnest money to the employer.

2.15 Telegraphic quotations will not be considered.

2.16 Before tendering, the Tenderer shall visit the site of works and in any case shall be deemed to have done so in order to acquaint himself with the nature of the site and the conditions in which the works are to be executed. The employer will not entertain any extra claim/charge consequent on any misunderstanding or lack of knowledge on the part of the Tenderer.

2.17 Tenderer to Obtain His Own Information:

The Tenderer infixing his rates shall for all purposes whatsoever be deemed to have himself, independently obtain all necessary information for the purpose of preparing his tender. Any error in description or quality or omission therefrom shall not vitiate the Contract or release the Tenderer from executing the work comprised in the contract according to drawings and specifications and the Bills of Quantities. The Tenderer is deemed to know the scope, nature and magnitude of the works and requirement of material, labour, plants, equipments and tools etc. The Tenderer is deemed to have visited the surroundings to have satisfied himself as to the nature of all existing structures, if any, the nature and conditions of access and communication to the site, availability of all materials and labour required for the works, area of disposal of surplus materials, accommodation facilities, local statutory regulations, climatic conditions etc. Any neglect or failure on the part of the Tenderer to obtain the above information shall not relieve the Tenderer from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time, in strict accordance with the Contract documents.

2.18 It should be clearly understood that he shall be required to make his own arrangement at his own cost in respect of the following:

- i) Site office.
- ii) Cement Store.
- iii) Storage and fabrication yard.
- iv) Temporary water line from a point of supply marked by Owner.
- v) Water storage tank.
- vi) Temporary fencing/cordoning off for safety of area for children etc.
- vii) Temp ramp/ passage etc to execute the work

2.19 Acceptance of Tender:

The acceptance of the tender will rest with the Owner, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason(s) thereof. The whole work may be split up between two or more contractors or accepted in part and not entirely, if considered expedient. Tenders in which any of the particulars and prescribed information are missing or are incorporate in any respect and / or the prescribed conditions are not fulfilled are liable to be rejected.

The Owner reserves the right of accepting the whole or any part of the tender and the Tenderers shall be bound to perform the same at their quoted rates.

2.20 Contract Agreement:

The successful Tenderer shall enter into agreement with the Owner on non-judicial stamp paper of appropriate value as per 'Articles of Agreement' enclosed in the tender document with such modifications as may be necessary with 10 days of intimation. Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. In case of delay the earnest money deposit (EMD) may be forfeited and the Tender cancelled or the contract enforced as per terms of the tender and the Tenderer shall thus be bound even through the formal agreement has not been executed and signed by the Tenderer.

Date : / /

Address :

Signature and company seal of Tenderer

3.0 FORM OF TENDER:Notes :

1. The appendix forms part of tender.
2. All blanks to be filled in by the Tenderer.

M/s Kasturba Balika Vidyalaya
Kasturba Balika Vidyalaya, Ishwar Nagar, Delhi.

Gentlemen,

1. Tender for new Building Works at Ground and First Floor for School Building, FOR **M/s Kasturba Balika Vidyalaya** having inspected the site and having examined the drawings, Conditions of Contract, Special Conditions of Contract, Specification, Drawing and Bill of Quantities for the above named work, we, the undersigned offer to construct and maintain the entire works for the sum of Rs. **3,53,18,033.66** or such other sum as may be ascertained in accordance with the said conditions, all in conformity with the said drawings, Conditions of Contract, Special Conditions of Contract, Specifications, Bill of quantities and Appendix hereto.
2. Our tender is accompanied with interest free earnest money of Rs 52,000.00 only) as required in the instruction to Tenderers in the form of a demand draft/pay or dervaild up-to Bank Guarantee .
3. We undertake if our tender is accepted, to commence the works and complete and deliver the same within the times stipulated in the appendix.
4. We agree to abide by this tender for a period of 90 days from the date fixed for receiving the same and it shall remain binding on us and may be accepted at any time before the expiry of any further period extended by mutual consent.
5. In case of any default by us in our obligations, we acknowledge, you are at liberty to forfeit the earnest money deposited herewith.
6. Until and unless a formal agreement is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding contract between as together with all the General Conditions of Contract, Special Conditions of Contract, Specifications, Bill of Quantities and Price, Drawings detailed in the Special Conditions of Contract and Instruction to Tenderers.

We understand that you are not bound to accept the lowest or any other Tender you may receive.

Witnessed

Signature of Tenderer.

Name & Designation

1.

Stamp:

2.

4.0 SUMMARY OF COMMERCIAL TERMS

(Please refer Conditions of Contract for detailed explanation of Commercial Terms)

S. NO.	ITEM	DETAIL
1	Earnest Money	1% of tendered cost. To be adjusted against security deposit.
2	Mobilisation Advance	10% of contract sum, against Bank Guarantee.
3	Retention money against total works	5% to be released after defect liability period, alternatively it can be released against BG of equivalent value.
4	Advance against Materials brought to site	75% of the actual cost of material
5	Water for Construction	FREE
6	Electricity at Site	FREE
7	Mobilization Period & Commencement of Works	7 days from date of LOI
8	Time of Completion (Refer Milestone Schedule)	3 months from date of LOI/Agreement
9	Compensation for Delay / Liquidated Damages	1% per day subject to max of 5%
10	Maintenance/ Defect Liability Period for total Works	12 months from date of virtual completion
11	Interim Payments	1. Mobilization advance 10% of contract value.. 2. 85% of item rates / lumpsum after completion of various items on pro-rata basis. 3. 5% after completion and handing over.
12	Time within which payment of Interim Running bill to be made after Project manager's /Architect Certification	
12A	Running A/C Bill	Adhoc 70% of the bill amount to be released within 10 days of submission of the bill & balance shall be released within 10 days after certification of the bill by Architect.
13	Time within which payment of Final bill to be made after Project Manager's Certification	30 days
14	Third Party Insurance (CAR Insurance Policy)	Contractor's responsibility
15	Workman's Compensation Insurance	DO
16	Contractor to cover his workers & staff under ESI, & PF scheme and comply with local laws & statutes dealing with employment of persons.	DO
17	Contractor to make his own arrangements for accommodation of his workers & staff incl. site office, cement godown, storage yard, etc. outside site.	Yes
18	Rates to be inclusive of all taxes tax & duties inc. octroi, etc. Only GST to be paid extra	Yes
19	Venue of Arbitration and Arbitrator	Delhi

S. NO.	ITEM	DETAIL
20	Jurisdiction of Courts	Delhi

MILESTONE SCHEDULE

INDEMNITY BOND

THIS DEED OF INDEMNITY EXECUTED AT _____ ON THIS THE _____ BY
DAY OF

M/s. _____ through the hands of its Managing Director Mr _____ registered office at _____ a Company registered under the Companies Act 1956 having its Registered office at _____ hereinafter called as the CONTRACTOR which term shall mean and include its assigns, successor in interest

to and in favour of

M/s. Kasturba Balika Vidyalaya a Company registered under company act section 25 having its office at **Kasturba Balika Vidyalaya, Ishwar Nagar, Delhi**, Through the hands of School Head Mr. Dubey. Hereinafter called as the CLIENT which term shall mean and include its assigns, successor in interest

WHEREAS, the CLIENT has awarded a contract vide Letter of Award dated _____ for carrying out Painting & Repairing work of School Building, works of M/s **Kasturba Balika Vidyalaya, Ishwar Nagar, Delhi.**

NOW THIS INDEMNITY WITNESSETH AS FOLLOWS:

1. Pursuant to the above said recital the CONTRACTOR assures and warrants that the CLIENT is not liable to make any payment towards claims that may be made by the Labour authorities towards Provident fund, ESI contribution, Workmen Compensations etc for any persons/ or staff/ labourers engaged by the CONTRACTOR in the above said project site.
2. The CONTRACTOR agrees to bind itself and assures to indemnify the CLIENT in the event of any claim or demand being made by the concerned Labour Authorities from the CLIENT, for the staff/ labourers engaged by the CONTRACTOR in the above said project site.
3. The CONTRACTOR also undertakes to indemnify the CLIENT against any future claim or demand that may arise with respect to contributions to the Provident Fund or the Employees State Insurance for the staff/ labourers engaged by the CONTRACTOR in the said project site. The indemnification will remain in force even after the completion of the work till such time the client may deem fit.
4. The CONTRACTOR shall also indemnify absolutely and wholly the CLIENT from any/all claims arising out of any works undertaken at the Site

IN WITNESS WHEREOF THE CONTRACTOR HAS SIGNED AND AFFIXED THEIR SEAL ON THE DAY MONTH AND YEAR REFERRED TO ABOVE.

Witness

1 .

CONTRACTOR

2.

CONSTRUCTION CONTRACT

This CONTRACT is made on _____ between **M/s Kasturba Balika Vidyalaya**, having its office at **Ishwar Nagar, Delhi** through the hands of School Mr. dubey. (hereinafter referred to as the "Owner" which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assignees) of the one part **AND M/s.** _____, having its principal place of business at _____ India through the hands of its Managing Director Mr. _____ hereinafter called the "Contractor" (which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assignees) of the other part. Capitalized terms not otherwise defined in this Contract shall have the meanings given such terms in the General Conditions of Contract, attached hereto and incorporated by reference into this Contract.

WHEREAS

The Owner is desirous of getting executed certain works relating to Painting & Repairing works for School Building, mentioned, or referred to in the Tender Documents including General Conditions of Contract, Special Conditions of Contract, Annexures, Specifications, Drawings, Schedule of Rates, various Minutes of Meetings and other documents as called for in the Tender. The Contractor has inspected the Site and surroundings of the Work Site specified in the Tender Documents and has satisfied himself by careful examination before submitting the Tender as to the nature of the surface, strata, soil, sub-soil and ground, the nature of the Site, local conditions, the quantities, nature and magnitude of the Works, availability of labour and materials necessary for the execution of Work, the means of access to Site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Works to be carried out under the Contract and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the execution and completion of the Works and which might have influenced him in making his bid. NOW THIS CONTRACT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In consideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor hereby covenants with the Owner that the Contractor shall and will duly provide, execute and complete the Works and shall do and perform all other acts and things in the Contract, mentioned or described or which are to be

implied there from or may be reasonably necessary for the completion of the Works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract. In consideration of the due provisions, execution and completion of the Work, the Owner does hereby agree to pay the Contractor the Contract Sum in proportion to the work actually done by him and approved by the Architect, such payment to be made at such time and in such manner as provided for in the General and Special Conditions of the Contract.

The following documents shall be deemed to form and be read and construed as part of this Contract in the following order of precedence:

- a) This Contract
- b) The Letter of Intent dated 31/05/2025
- d) General Conditions of Contract
- e) Special Conditions of contract
- f) Technical Specifications.
- g) Priced Bill of Quantities with Detailed Specifications.

In this Contract words and expressions shall have the same meaning as are respectively assigned to them in the General and Special Conditions of Contract.

The Contractor hereby agrees to commence the work within seven days from _____ and shall complete the work as per the time schedule attached with this agreement.

The Owner has accepted the tender of the Tenderer for the provision and the execution of the said Works for the Contract Sum upon the terms and subject to the Conditions of Contract.

IN WITNESS WHEREOF the parties present have executed these on the day and the year first above written.

Signed and Delivered

Signed and Delivered

for and on behalf of

for and on behalf of

OWNER

CONTRACTOR

DATE :

DATE :

PLACE:

PLACE:

IN PRESENCE OF TWO WITNESSES

1.

1.

2.

2.

3.

5.0 GENERAL CONDITIONS OF CONTRACT

1. Definitions and Interpretations

In construing these conditions, the Specifications, Bill of Quantities and Contract Agreement etc., the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- a) **“Employer”/ “Owner”** means M/s Kasturba Balika Vidyalaya having their registered office at Delhi India and includes the Employer’s representatives, successors and assigns.

“Architect” means **“M/s Designers’ Guild United ”**, having their office at A-87, Sector -46, Noida-201 303 and their authorized nominees and representatives or such other firms/persons as shall be nominated by the Employer.

- b) **“Consultant”** means the Architect, and their authorized nominees and representatives or such other firms/persons as shall be nominated by the Employer.
- c) **“Engineer”/ “Engineer in Charge”/ “Project Manager”** means the in-house school Engineers or their authorised nominees or such other firms/persons as shall be nominated by the Employer. They are the technical representative of the Employer at site for all matters pertaining to execution, supervision, planning and overall control of the project. They shall have absolute power to take actions with respect to project in case of non-fulfilment of any contractual obligations. Action taken by them shall be final & binding on contractor.
- d) The terms **“Employer”, “Owner”, “Architect”, “Consultant”, “Engineer”, “Engineer in Charge” and “Project Manager”**, wherever they occur this contract, shall be treated to mean either of them as per the context of the matter. The decision of the Architect in this regard shall be treated as binding and final.
- e) The **“Contractor”** is the successful Tenderer in whose favour the Contract has been awarded by the Employer to perform the Works covered by the Contract and shall be deemed to include the Contractor’s successors, heirs, executors, administrators, representatives or permitted assigns approved by the Employer and will be referred to as if on masculine gender and singular number, throughout these Documents.
- f) The term **“Sub-Contractor”** used herein refers to a party or parties having a direct contract with the Contractor to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer/Employer.
- g) **“Contract”** means the agreement and all documents which form part thereof and/or annexed thereto and all amendments thereto made in accordance with the provisions hereof based on the Notice Inviting Tenders, Information and Instructions to Tenderer, General Conditions of Contract, Special Conditions of Contract, Specifications, Tender details, Addendum issued if any, offer, priced Schedule/Bill of Quantities, Post Tender Communication, Letter of Intent/Acceptance or Letter of Intent, Formal Work Order, Contract Agreement and Drawings, and any other relevant document read in conjunction and complement to one another.
- h) **“Contract Agreement”** shall include Notice Inviting Tenders, Information and Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Specifications, Tender details, Offer, Priced Bill of Quantities, Post Tender Communication, Letter of Intent, Acceptance of Letter of Intent, Formal Work Order.
- i) **“Notice in writing” or “written notice”** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last 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.
- j) **“Act of Insolvency”** shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.

- k) **“Net Prices”**: - In arriving at the contract amount, the Contractor shall have added to or deducted from the total amount of the items in the Tender any sum, either as a percentage or otherwise, the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item and similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor, the total amount of any Prime Cost items and provision sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- l) **“Site”** means the lands and other places on, under, in or through which the works are to be executed or carried out any other lands or places provided by the Employer for the purpose of the Contract.
- m) **“Works”** means the works to be executed by the Contractor for ‘**M/s Kasturba Balika Vidyalaya**’ for their project at Delhi in accordance with the Contract, and includes materials, labour, equipment, fittings, and things of all kinds, (other than constructional plant) to be provided and work to be done by the Contractor under the Contract and shall include all additional, altered or substituted works as required for the performance of the Contract.
- n) **“Temporary Works”** means all temporary works of every kind required in connection with the execution, completion and maintenance of the Works by the Contractor at their own cost and risk.
- o) **“Permanent Work”** means and includes works which will be incorporated in and form a part of the work to be handed over to the Owner by the Contractor on completion of the Contract.
- p) **“Drawings”** means the drawings prepared by the Architects/Consultants and issued by the Engineer and referred to in the Specifications and any modification of such drawings and such other drawings as may be issued by the Engineer from time to time.
- q) **“Bill of Quantities”** means the Schedule of Quantities of items, materials and rates, summaries, etc., as finally accepted.
- r) **“Specification”** means the specifications given in these documents including relevant Indian Standard Specifications where so required and where such a specification is not available, the specification approved by the Engineer.
- s) **“Materials”** means the materials, apparatus, equipment, fittings, fixtures and all such other material which are incorporated in the “work”.
- t) **“Constructional Plant”** means all appliances or things of whatsoever nature required in connection with the execution, completion and maintenance of the Works or Temporary Works by the Contractor at his own cost and risk (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- u) **“Completion of the Works”** means the completion of the whole of the works substantially in all respects as evidenced by issuance of a Certificate of Completion by the Engineer in pursuance.
- v) **“Period of Maintenance/Defect Liability Period”** shall mean the period of twelve months calculated from the date of issue of virtual completion of the works as certified by the Architect.
- w) **“Urgent Works”** means any urgent works, which in the opinion of the Engineer/Employer becomes necessary at the time of execution, and/or during the progress of work, to obviate any risk of accident or

failure or to obviate any risk of damage to the structure or services or required to accelerate the progress of work or which becomes necessary for safety and security or for any other reason, the Engineer/Employer may find it necessary.

- x) When the words **“Approved”, “subject to approval”, “satisfactory”, “equal to”, “as directed”, “when directed”, “determined by” “accepted”, “permitted”,** etc., are used, the approval, judgement, direction etc., implied is understood to be a function of the Engineer and shall have the same effect as if performed by the Employer.
- y) **“Market Rate”** means the rate as decided by the Engineer on the basis of cost of materials inclusive of any tax, duty, octroi, or statutory in position, at the time of work and cost of labour at site where the work is to be executed plus the percentage to cover all overhead and profit.
- z) **“Month”** means English Calendar Month.
- aa) **“Week”** means seven consecutive calendar days.
- bb) **“Day”** means a calendar day beginning and ending at 00 Hours and 24 hours respectively.
- cc) **“Contract Value/Sum”** means the total value of the tender as accepted by the Employer.
- dd) **“Contract Price”** means the sum set out hereto as the total value of Contract and shall be subject to such additions, substitution thereto or deductions and rebates thereof as the case may be under the provisions hereinafter contained.
- ee) **Interpretations/Marginal Note/Heading/Catch Lines:**
 - i) The Marginal Notes, Headings and the Catch Lines hereto and in the Annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the Annexure hereto. The Contractor will have to carry out and complete the said work in every respect in accordance with this contract.
 - ii) Words imparting the singular only also include the plural and vice versa where the context requires.
- ff) **Language(s).** The language in which the Contract documents shall be drawn up shall be English only.
- gg) **Documents Mutually Explanatory:**

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

Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of the items in the Schedule of Quantities, the work shall generally be carried out in accordance with the “CPWD Specifications 1996 Vol.I to VI with correction slips 1 to 8 (hereinafter to be referred to as CPWD Specifications) and instruction of Engineer-In-Charge. Wherever CPWD Specifications are silent, the latest I. S. Codes/Specifications shall be followed. In case of any ambiguity with CPWD Specification & on instructions of Engineer, contractor will furnish the copy of the CPWD Specifications.
- hh) **Errors, Omissions and Descriptions:**

- I) In the case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order of precedence shall apply:
 - i. Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
 - ii. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
 - iii. Between the written description of the item in the specifications and descriptions in the Bill of Quantities of the same item, the former shall be adopted.
 - iv. Between specifications and drawings, the latter shall prevail.
 - v. Between the duplicate/subsequent copies of the tender and original tender, the original tender shall be taken as correct.
- II) The order of preference in case of any discrepancy may be read as the following:
 - i) Nomenclature of items as per Schedule of Quantities.
 - ii) Particular Specification and Special Conditions, if any.
 - iii) General conditions of Contract.
 - iv) Drawings.
 - v) Indian Standard Specifications.
 - vi) Sound Engineering Practice.
- III) A reference made to any Indian Standard Specification in these documents shall imply to the latest version of that Standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The Contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
- IV) In all cases of omission and/or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Engineer whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any error that may occur in the work through lack of such referenced and precaution.

1. Sufficiency of Tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices quoted by him in the Priced Bill of Quantities and Item and Price (if any) which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of the works.

2. Scope of Contract:

The Contract comprises the construction, completion and maintenance of the works and except in so far as the Contract otherwise stipulates the provision of all labour, materials, constructional plant, machinery temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as necessary for providing the same as specified in or

reasonably to be inferred from the Contract.

3. Letter of Acceptance / Award:

Before signing of the Contract, the Employer shall issue by registered post or by otherwise depositing at the registered office of the Contractor, Letter of Acceptance / Award to enter into a Contract with the Contractor for the execution of the works in accordance with the contract. Until a formal contract agreement is prepared and executed, the tender documents including set of drawings together with the relevant correspondence exchanged from receipt of the tender to acceptance and together with the Employer's letter of Acceptance/Award shall constitute a binding contract between the parties.

4. Contract Agreement:

The Contractor shall, when called upon, enter into and execute a contract Agreement (to be prepared at the cost of the Contractor) in the form annexed with such modifications as may be necessary. The Contractor shall prepare and circulate at their cost adequate number of the Contract Documents (in bound form). They shall submit 3 (three) copies of such bound Contract Documents to the Employer.

5. Contract Documents:

- a) This contract comprises of:
 - i) NOTICE INVITING TENDER
 - ii) TENDER FORM
 - iii) INSTRUCTIONS TO TENDERERS
 - iv) ARTICLES OF AGREEMENT
 - v) GENERAL CONDITIONS OF CONTRACT
 - vi) SPECIAL CONDITIONS OF CONTRACT
 - vii) TENDER DRAWINGS
 - viii) TECHNICAL SPECIFICATIONS
 - ix) BILLS OF QUANTITIES
 - x) POST TENDER CORRESPONDENCES
- b) The Contract Documents are complementary and are intended to include or imply all items required for the proper execution and completion of work. What is required by any one shall be as binding as if required by all. In the event there is a discrepancy between conditions, Bills of Quantities, Specifications and/or Drawings, subsequent to opening of Tender, the order of preference specified earlier in this document shall be observed.
- c) None of the Documents herein before mentioned shall be used by the Contractor for any purpose other than this Contract and neither the Owner nor the Architect shall divulge or use except for the purpose of this contract any of the prices in the contract bills.
- d) Upon final payment as per the contract conditions, the Contractor shall if so requested by the Owner/ Architect forthwith return to the Owner/ Architect all Drawings, Details, Specifications, Descriptive Schedule and other Documents of like nature which bears his name or that of the Architect.

6. Custody of Drawings and Specifications:

The drawings or specifications shall remain in the sole custody of the Engineer, but two copies of drawings

and one set of Specification thereof shall be provided to the Contractor free of cost. The Contractor shall make at his own cost any further copies required by him for the use on the specific work only. Unless it is strictly necessary for the purposes of the contract, the drawings, specifications and other documents provided by the Engineer shall not, without the consent of the Engineer, be used or communicated to a third party by the Contractor. Before issue of "No Dues Certificate" on expiry of the Defects Liability Period, the Contractor shall return to the Engineer all drawings, specifications, and other documents provided under the Contract.

7. Operation of Contract:

- a) **Law Governing:** Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modification, alternations, or supplements thereto shall be governed by the law of The Country.
- b) **Non-waiver of Defaults:** Any failure by the Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights and shall not affect or impair the same, or the right of the Owner or contractor, as the case may be, at any time to avail itself of the same.
- c) **Notices:** Any notice hereunder may be served on the Contractor or his duly authorized representative at the site of work or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice would be conclusive of the Contractor having been duly informed of all the contents therein.

8. Members of the Owner and the Owner not individually liable:

No Director or Officer, official or employee of the 'Owner' shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters, or things which are the herein contained.

9. Interpretation of Contract Documents:

The several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, inconsistency, error or omission in the Contract Documents, or any of them, the matter shall be referred to the Engineer-in-Charge for his decision which shall be final and binding and the Contractors shall carry out the work in accordance with such decisions.

Works shown upon the drawing but not mentioned in the Specifications or described in the Specifications without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

It shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, the decision of the Project Manager, which shall be given in writing, shall be final and binding on the Contractor.

10. Commencement of Works:

The Contractor shall commence the Works on Site as per the detailed programme of work approved by the Engineer, within a period of 10 days after the date of issue of Letter of Intent to this effect from the Employer/Engineer or the date of handing over the site whichever is later and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Employer/Engineer or be wholly beyond the Contractor's control.

11. Possession of Site:

Before tendering the contractor shall visit and satisfy himself about the site conditions. He will examine the site and take note of existing roads and other means of communications\ and the character of the soil and of the excavations, the correct dimensions of the work and facilities for obtaining the special articles called for in the contract documents and shall obtain his own information on all matters affecting the continuations and progress of the works. No extra claim made in consequence of any misunderstanding or incorrect information of any of these points or on the grounds of insufficient description, will be allowed. Should the contractor, after visiting the site, find any discrepancies, omissions, ambiguities or conflicts in or among the contract documents or be in doubt as to their meaning, he shall bring the question to the Architect attention, not later than 3 (three) days before the opening date of the tender.

Save in so far as the Contract may prescribe the extent of portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will within 15 days from the Engineer's written order to commence the Works give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works with due dispatch in accordance with the said programme or proposals (as the case may be).

If the Contractor suffers delay or incurs expense from failure on the part of the Employer to give possession in accordance with the terms of this clause the Engineer shall grant an extension of time for the completion of the works and certify such sum as in his sole opinion, shall be fair & final to cover the expense incurred which sum shall be paid by the Employer.

12. Way leaves etc.:

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

13. Time for Completion:

The work covered by this contract shall be commenced within the stipulated time after the issue of the letter of acceptance of tender and be completed in stages on or before the dates as mentioned in the Time Schedule of Completion of Works or such extended time as may be allowed Conditions of Contract. Time is the essence of the contract and shall be strictly observed by the Contractor.

If required in the contract or as directed by the Engineer, the Contractor shall complete certain portion of the work before the completion of the whole of the work. However, the completion date for whole of the work shall not change for above.

14. Detailed Programme:

- a) Within 07 days of receiving Letter of Intent the Contractor shall prepare and submit to the Engineer for his approval a detailed construction programme of works in the form of a Critical Path Network Diagram showing the Contractor's proposed sequence of operation together with estimated time of all activities and the order of procedure in which he proposes to carry out the works including design, if any, preparation of shop drawings, submission & approval of shop drawings, installation of adequate plants & equipments proposal of material to be used and obtaining approval thereof Expected Time of Arrival of approved materials at site, construction/ manufacture, delivery to site, fabrication, erection and commissioning. The submission to and approval by the Engineer of such programme shall not relieve the Contractor from fulfilling of any of his duties or obligations under the Contract or from adhering to the time schedule for proper execution & timely completion of works. In case of failure on part of the contractor penalty @ 10000/- per day shall be levied for each day of delay.

- b) Time being the essence of the contract; the Contractor shall have to follow strictly the Detailed Construction Programme as approved by the Engineer. It shall be the responsibility of the Contractor to deploy equipment, engage skilled, unskilled labour and commission all other materials and financial resources to ensure that the progress of work is achieved strictly according to the approved construction programme.
- c) Thereafter the Contractor must furnish detailed monthly programs in the same manner and network diagrams and as required by the Engineer. The programs shall provide for the orderly performance of the work within the times specified in time schedule and in accordance with the requirements of the Contract.
- d) If at any time it should appear to the Engineer that the actual progress of the works does not conform to the approved programme referred to in sub-clause (i) of this Clause, the Contractor shall forthwith produce a revised & detailed programme showing the modifications to the approved original programme necessary to ensure completion of the works within the time for completion as stipulated, adopting all suitable measures & deploying all resources as required.
- e) Contractor to submit proposed organisational chart for approval of the Project Manager within 7 days of issue of LOI.
- f) Contractor to submit daily progress report to Project Manager to monitor the progress on day-to-day basis.
- g) To facilitate satisfactory completion of the work under this contract, and to co-ordinate work with the other agencies working at the site, meeting will be held at site every week or as decided by the Project Manager. The contractor shall attend these meeting without fail.

15. Rate of Progress:

To ensure good progress during the execution of the work the Contractor shall be bound to produce a fortnightly progress report in conjunction with the updated bar chart and with a total planning for the next fortnight to enable all concerned to plan and take necessary action accordingly.

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and maintenance of the Works are to be of a kind and conducted in accordance with the approved program of works and in a manner to the satisfaction of the Engineer. Should the rate of progress of the Works or any part thereof be at any time be in the opinion of the Engineer too slow to ensure the completion of the whole of the Works by the prescribed time or extended time for completion, the Engineer may so notify the Contractor in writing and the Contractor shall thereupon take such steps as considered necessary by the Engineer to expedite progress so as to complete the Works by the prescribed time or extended time for completion. Such communications from the Engineer neither shall relieve the Contractor from fulfilling obligations under the contract nor he will be entitled to raise claims arising out of such directions.

In case of failure on part of the contractor in the obligations mentioned in clause 15 & 16, it will be considered breach of the contract & action as deemed fit by the Architect would be taken i/c imposition of penalty, withholding payment etc. Action taken by the Architect shall be final & binding on the contractor.

16. Delay and Extension of Time:

- a) Any delay in or failure in performance by the Contractor shall not be considered for extension in time, or given to any claims for damages, if and unless, and to the extent that such delays or failure of performance is caused by FORCE MAJEURE, such as acts of God, expropriation or confiscation of facilities by government authorities, or by reason of any proceedings taken or threatened by or disputes

with adjoining or neighbouring owners or public authorities, by reason of any exceptionally inclement weather, compliance with any order or request of any Governmental Authority, acts of God, earthquake, fires, floods, explosion, riots, strikes, by the workers, or delay of the other contractors or agencies engaged, by reasons of the written instructions given by the Owner/Architect/Consultant, delay in receiving instructions and/or drawings from the concerned authority, considerable delay in payment, etc., and from the other causes which the Architect may certify as beyond the control of the Contractor. The Contractor shall keep a record of the circumstances referred to above which are responsible for causing delays in the completion of the work and bring these to the notice of the Architect and be recorded in the site order book and also in the Hindrance Register.

- b) Permission for Extension of Time: Request for an extension of time if any, for completion of the work by the Contractor on the grounds of his having been unavoidably hindered in its execution, or any other grounds, shall be made in writing to the Architect within 30 days of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Architect shall, if in his opinion (which shall be final) find that reasonable grounds have been shown, may authorize such extension of time as may in his opinion be necessary or proper.
- c) If the Contractor needs an extension of time for the completion of the work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time, the Contractor shall furnish the reasons in detail and his justification, if any, for the delays. While granting extension, the Engineer shall notify the Contractor the period of time which will not qualify for levy of liquidated damages.
- d) For the balance period in excess of original stipulated period and authorized extension of time granted i.e. period not qualifying for levy of liquidated damages, the provision of liquidated damages as stated will become applicable.
- e) Further, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not, unless otherwise directed.
- f) Application for extension of completion time, submitted after expiry of the stipulated period of completion, is liable to rejection and in such event when the Contractor continues to work with or without specific instructions from the Architect or his representative, he will be deemed to be working under penal provisions of contract.

17. Compensation for Delay / Liquidated Damages

The time allowed for carrying out the work as entered in the Contract, shall be strictly observed by the Contractor. The work shall throughout the stipulated period of the contract be proceeded with all diligence (time being deemed to be the essence of the contract), and the Contractor shall pay to the Owner as compensation, as stated in the Special Conditions (or Appendix) of Contract, an amount equal to **1.0 (One) % of the contract value per week of delay, subject to a maximum compensation of 5% of the contract value** after which period action will be taken by the Architect under the provisions of the Contract.

18. Subletting of Work:

- a) No part of the contract shall in any manner be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whom so ever except as provided for in the succeeding sub-clause, without the consent in writing of the Engineer-in-Charge.
- b) The Engineer-in-Charge may give written consent to sub-contract the execution of any part of the works at the site, being entered into by the Contractor provided each individual sub contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.
- c) A List of Sub-Contractors has to be supplied to the Engineer-in-Charge by the Contractor each time, a new sub-contractor is engaged or replaced, or before finalising the assigned job, along with particulars of a general nature of the sub-contract or works to be done.
- d) Contractor's Liability not limited by Sub-Contractors. Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any subcontracts, the Contractor shall be and shall remain solely responsible for the quality and proper and

expeditious execution of the contract in all respects, as if subletting or subcontracting had not taken place, and as if such work had been done directly by the Contractor.

- e) Termination Of Sub-contracts. If any subcontractor engaged upon the works at the site executes any works which in the opinion of the Engineer-in-Charge/Architects is not in accordance with the contract, the Engineer-in-Charge may give written notice to the Contractor requiring him to terminate such subcontract and the Contractor upon the receipt of such notice shall terminate such subcontract and dismiss the sub-contractors, failing which the Engineer-in-Charge shall have the right to remove such subcontractors from the site.
- f) Any action taken by the Engineer-in-Charge under the clauses aforesaid shall not relieve the Contractor of any of his liabilities under the contract or give rise to any rights to compensation, extension of time or otherwise.

19. Nominated Sub-Contractors/Objection to Nomination:

- a) All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods for which prime cost items or provisional) sums are included in the Bill of Quantities and/or Specification who may be nominated or selected by the Engineer and or the Employer are hereby declared to be sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.
- b) No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Engineer and Contractor shall otherwise agree) who will not enter into a contract providing:
 - i) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this contract.
 - ii) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the nominated Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- c) Payment shall be made to the nominated Sub-Contractor by the Contractor within fourteen days of his receipt of payment from the Employer provided that before any Certificate is issued, the Contractor shall upon request furnish to the Engineer proof that all nominated Sub-Contractor's accounts included in previous certificates have been duly discharged, in default whereof the Employer may pay the same upon a Certificate of the Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between the Employer and the Sub-Contractor.

20. Rights of Various Interests:

- a) Unless otherwise agreed, the Owner reserves the rights to distribute the works between more than one Contractor. The Contractor shall cooperate and afford the other contractor reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.
- b) Wherever the work being done by any department of the Owner or by other contractors employed by the Owner the respective rights or the various interests involved shall be determined by the Architects/Consultants to secure the completion of the various portions of the work in general harmony.

21. Work by other Agencies:

The Employer/Architect reserves the right to use premises and any portions of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons

simultaneously, and the Contractor shall allow all reasonable facilities for the execution of such work, but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

22. Contractor's responsibility with other Agencies:

- a) The Contractor may have to execute the work in such place and condition where other agencies will also be engaged for other works such as site grading, filling and levelling, civil, electrical and mechanical engineering, etc. No claim shall be entertained due to work being executed in the above circumstances.
- b) Without repugnance to any other condition, it shall be the responsibility of the Contractor to work in close cooperation and coordinate the works with the other contractors and other agencies or their authorized representatives, in providing the necessary grooves, recesses, cuts and opening etc.; in walls, slabs beams and columns etc.; and making good the same with the desired finish as per specifications, for the placement of electrical, inter-communications, cables, conduits, air conditioning inlets & outlets grills and other equipment etc. wherever required.
- c) For the above said requirements in false ceiling and other partitions, the Contractor, before starting up the works shall in consultation with the other contractors and other agencies prepare and put up a joint scheme, showing the necessary openings, grooves, sleeves, recesses, cut-outs, the methods of fixing required for the works of the aforesaid, and the finishes therein, to the Engineer-in-Charge, and get the approval. The Contractor before finally submitting the scheme to the Engineer-in-Charge shall have the written consent of the other agencies and/or the Architects/Owner. The Engineer-in-Charge before communication, shall get the final agreement of all the agencies (Or the written approval of the Architects/Consultants and/or Owner), which shall be binding. No claim shall be entertained on account of the above unless otherwise stated in the B.O.Q. or special conditions.

23. Power of Entry:

If the contractor shall not commence the works in the manner described in the contract documents or if he shall at any time in the opinion of the Architect:

- i) Fail to carry on the works in conformity with the contract documents, or
- ii) Fail to carry on the works in accordance with time schedule, or
- iii) Substantially suspend the work for a period of seven days without authority from the Engineer-in-Charge, or
- iv) Fail to carry on and execute the works to the satisfaction of the Architects/ Consultants or
- v) Fail to supply sufficient or suitable constructional plant, temporary works, labour, materials or things as required, or
- vi) Commit, or suffer, or permit any other breach of any of the provisions of the contract on his part to be performed, or observed, or persist in any of the above mentioned breaches of the contract for seven days after notice in writing shall have been given to the Contractor by the Architect requiring such breach to be remedied, or
- vii) If the Contractor shall abandon the works due to any reason except for which provision is already made in the contract (Like non-payment or any natural calamity)

Then, in any such case, the Owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant, and stock thereon, and to remove the Contractor from the site, and to get the work completed by his agents, other contractors, or workmen, or to

relate the same upon any terms and to such other person, firm or corporation as the Architects/Consultants in their absolute discretion may think proper to employ. Actions taken as aforesaid will authorize the owner the use of any materials, temporary works, considered plant, and stock as aforesaid, without making payment or allowance to the Contractor for the said materials other than such as may be certified in writing by the Architects/Consultants to be reasonable. If the owner shall by reason of his taking possession of the works or of the works being completed by another contractor (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Architect shall be deducted from any money which may be due to the contractor under the contract. Owner shall have power to sell in such manner and for such price as the Owner may think fit and or any of the constructional plant, materials etc., construction by or belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

24. Patents, Royalties and Disputes:

- a) The Contractor if licensed under any patent covering equipment, machinery, materials compositions of matter to be used or supplied or methods and processes to be practiced or employed in the performance of this contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters to be used or supplied or methods or processes to be practiced or employed in the performance of this contract is covered by a patent, then the Contractor, before supplying or using the equipment machinery, materials, composition, method or process, shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this contract. In the event the Contractor fails to pay any such royalty or obtain any such license any suit for infringement of such patents which is brought against the Contractor or the Owner as result of such failure will be defended by the Contractor at his own expense and the Contractor will pay any damage and costs awarded in such suit. The Contractor shall promptly notify the Owner if the Contractor has acquired knowledge of any plan under which a suit for the use by the Owner of any equipment, machinery, materials composition, process, methods to be supplied hereunder.
- b) The Contractor agrees to and does hereby grant to the Owner together with the right to extend the same to any of the subsidiaries of the Owner as irrevocable, royalty-free license to use in any country; any invention made by the Contractor or his employee in or as a result of the performance of the work under the contract.
- c) The Owner shall be indemnified and declared harmless by the Contractor from any loss of account of claims against Contractor for the contributory infringement of patent rights arising out and based upon the claim of the use by the Owner of the process included in the design prepared by the Architects, on behalf of the Owner, and use in the operation if the plant infringes on the patent rights. With Contractor pursuant to the provision of the relevant clause hereof, the contractor shall obtain from the subcontractor an undertaking to provide the Owner with the same patent protection that the Contractor is required to provide under the provision of this clause.
- d) All drawings, blue prints, tracings, reproducible, models, plant, specifications and copies thereof furnished by the Architects as well as all drawings, tracings, reproducible, plants, specifications, design, calculations etc prepared by the Contractor for the purpose of execution of work covered in or connected with this contract shall be the property of the Owner and shall not be used for any other work.
- e) Where so desired by Engineer-in-Charge, the Contractor agrees to respect the secrecy of any documents, drawings etc. issued to him for the execution of this contract, and restrict access to such documents, drawings, etc. to the minimum and further, the Contractor agrees to execute an individual SECRECY agreement from each or any person employed by the contractor having access to such documents, drawings etc. In any event the Contractor shall not issue drawings and documents to any other agency or individual without the written approval by Engineer-in-Charge.

- f) The final payment shall not become due until the Contractor delivers to the Owner/Engineer-in-Charge a complete release or waiver of all disputes arising or which may arise out of this agreement or receipts in full or certification by the contractor in an approved form that all invoices for labour, materials and services have been paid and if required by the Engineer-in-Charge in any case, an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labour and materials for which a claim could be filed.
- g) Contractor shall indemnify and save harmless the Owner from and against all actions, suits proceedings, losses, costs damages, charges claims and demands of every nature and description brought or recovered against the Owner by reason of any act or omission of the Contractor, his agents or employees in the execution of the work or in regarding the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Owner without references to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- h) The Contractor will not give any items concerning details of the work to the press or a news dissemination agency without prior written approval from Engineer-in-Charge. The Contractor shall not take any picture on site without specified written approval.

25. Contractor's Remuneration:

The price to be paid by the Owner to the Contractor for the whole of the work to be done and for the performance of all the obligations undertaken by the Contractor under the contract documents, shall be ascertained by the application of the respective schedule of rates (the inclusive nature of which is more particularly defined by way of amplification but not of limitation, with the succeeding sub-clauses of this clause) and payment to be made according to the work actually executed and approved by the Engineer-in-charge. The period of honouring such certified quantity, after the release of such certificate by the concerned, shall be stipulated in the Appendix.

- a) Schedule of Rates to be Inclusive: Schedule of Rates shall be deemed to include and cover all costs, expenses, price escalation for the period stipulated in the other clauses, liabilities and all risks of every kind & description to be taken in executing, completing and handing over the work by the Contractor. The Contractor shall be deemed to have known, the nature, scope, magnitude and the extent of the works and materials required, though the contract documents may not fully and precisely furnish them. He shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such item of work and materials as may be reasonable and necessary to complete the works. The opinion of the Engineer-in-Charge as to the items of work will be final and binding on the Contractor, although the same may not be shown on or described specifically in contract documents.
- b) Schedule of Rate to Cover Constructional Plant Materials, Labour etc.: The Schedule or Rates shall be deemed to include and cover the cost of all constructional plant, temporary works (except as provided in this document elsewhere), labour insurance and P.F., fuel, stores and appliances to be supplied by the Contractor and all other matters in connection with each item in every respect maintained and as shown or described in the contract documents or as may be ordered in writing during the continuance of the contract.
- c) Schedule of Rates to Cover Royalties, Rents and Octori Claims etc.: The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for all articles, processes, protected by letters patent or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include all indemnity to the Owner which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or the use on the works of any such articles, processes or materials. Octroi or other Municipal or local Board charge, if levied on materials,

equipment or machineries to be brought to site and removed from site for use on works on after completion of the work, shall be borne by the Contractor.

- d) Schedule of Rates to Cover Taxes and Dues: No exemption or reduction of customs duties, excise duties, sales tax and other such taxes and duties, transport carriages, stamp duties of Central or State Government or other body whatsoever will be granted or obtained, all of which (as applicable on the date of submitting of tender) expenses shall be deemed to be included (except those which are specially mentioned in the special condition of contract) in and covered by the Schedule of Rates. The Contractors shall also obtain and pay for all permits or other privileges necessary to complete the work including any additional tax or duties etc.
- e) Schedule of Rates Should be Inclusive of Risk Cover: The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay if the given time for completion is, in the opinion of the Contractor, not sufficient and the project is likely to be delayed.
- f) Schedule of Rates Should be Firm: For work under unit rate basis, no alteration will be allowed in the schedule of rates for reasons of works or any part of them being modified, altered, extended diminished or omitted. The Schedule of Rates are fully inclusive rates which have been fixed by the Contractor and agreed to by the Owner and cannot be altered for a period as stipulated in the special condition of contract. If nothing is specified in the special condition, it is to be assumed that the rates shall remain firm for the currency of the contract.
- g) Any special equipment or plant, if required to be used to expedite the work or otherwise and if instructed by the Architects, and for doing so if any additional cost is to be paid to the Contractor as jointly worked out and agreed by the Contractor and Engineer-in-charge/Architects, it is required to be approved and agreed by the Owner, prior to execution, and it shall be the responsibility of the Contractor to start the work after such written approval is obtained from the Owner, else his claim may not be honoured in due course.
- h) Prime Cost Items: The material(s) required for execution of any item for which a sum has been provided as a prime cost price in the tender, shall be procured by the Contractor or supplied by the Employer at the sole discretion of the Employer. Every sum in the Bill of Quantities, which contains either as a whole or part the amount, as prime cost price of the materials shall be varied by substitution of the actual cost of the materials. No variation shall be made in respect to the percentage quoted for labour and to cover for overheads & profits on account of variation in the prices, as above. The payment under this clause shall not be payable under Price Variation Adjustment/ Escalation.
- i) Provisional Sums: Every provisional sum other than Prime Cost items under the above sub-clause set out in the Bill of Quantities whether for work to be executed by the Contractor which has not been specified in detail when the Contract is entered into or for work to be executed by a nominated Sub-Contractor as hereinafter defined together with the charges and profits, if any, which the Contractor shall have added to such sums shall be deducted from the Contract Value and in lieu thereof shall be added to the Contract Value.
 - i) Where work to which the provisional sum relates has been ordered by the Engineer and executed by the Contractor the value of the work so executed valued in accordance with clause Monthly Payments/Interim or Running account Bill hereof and
 - ii) Various items together with lump-sum amounts for each of them have been indicated under a separate heading of Provisional Sums, in the Bill of Quantities. These items are such for which details have not been finalized when the contract is entered into. These items will be got executed either through the Contractor or through a nominated sub-contractor, entirely at the discretion of the Employer and shall be paid on the basis of actual cost of each item plus a percentage rate to be quoted by the Contractor to cover his efforts towards co-ordination/ assistance including his overheads and profits. No claim shall be entertained if any or all items under the heading of

provisional sums are deleted either wholly or in part by the Employer from the scope of work to be executed. No further escalation shall be payable on these items. The amounts for these items shall not be considered for deciding variation in contract value.

- j) Use of Provisional Items: All sums set out in the Bill of Quantities which shall be stated to be Provisional shall be used only at the direction and sole discretion of the Employer/Engineer and if not used either wholly or in part, unused amount shall be deducted from the Contract Value. The provisional sum as well as payments made to Contractor for assistance/ coordination/carrying out of works therein shall not be considered for deciding variation in contract value.
- k) Production of Vouchers, etc.: The Contractor shall when required by the Engineer and or the Employer produce all original quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional sums or Prime Cost items.

26. Land for Contractor's Field Office, Store and Workshop

- a) Accommodation/Transportation: The Contractor shall make his own arrangement for accommodation of staff, labour, local conveyance etc. at his own cost. No accommodation shall be permitted for staff and labour within or nearby of the site.
- b) Site Office/ Storage Spaces/ Workshops: The Contractor shall make his own arrangement for setting up of temporary structures for his site office, stores for any Bulk Materials Storage, Workshops, and assembly yard etc. at his own cost. Space for any of these may be permitted within the site, to the extent available at the sole discretion of the Architect, otherwise the contractor shall locate these facilities outside the site under his own arrangement and cost. Under no circumstances, shall stacking of construction materials tools, plants, equipments and malba, etc. be permitted on the public land, i.e. outside the Owner's premises and over existing structure. The Contractor shall be fully responsible for any octroi, litigation and financial implications that the Owner may have to suffer on account of violation by the Contractor, of the above condition. Telephones or electricity to these facilities will also be arranged by the Contractor at his own cost. These facilities may require to be relocated from time to time, as instructed by the Architect and the cost of the same is deemed to be included in the contract. Facilities permitted within the site shall be used by the Contractor solely for this contract only.
- c) On completion of the works undertaken by the Contractor or even earlier if the exigencies of the situation so demands, he shall remove all temporary works erected by him and have the site cleared as directed by Architect. If the Contractor fails to comply with these requirements, the Architect may at the expense of the Contractor remove such surplus and rubbish materials and dispose off the same as he deems fit and get the site cleaned and the Contractor shall pay forthwith the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the Owner reserves the right to ask the Contractor at any time during the currency of the contract to vacate the land by giving 30 days notice on Security reasons or on National Interest or otherwise.
- d) As office is occupied & running, Contractor to make/fabricate his own passage/stairs to compete the work. Extra Cost, if any, to be included in the rate & nothing extra is payable for on this account.

27. Common facilities:

The Contractor is required to share on pro rata basis, the expenses if incurred by the Owner to provide the following common facilities at site.

1. General cleaning
2. Security
3. General lighting

These facilities shall be of general nature and all specific requirements of the contractor shall be fulfilled by

himself, and he shall be responsible for the same. Contractor shall not be entitled to demand any specific facility from the Owner as a right.

Expenditure as incurred by the Owner and his pro rata disbursement over the various agencies involved in the project shall be final and binding. Billing to Contractor shall be done by the Owner on a monthly basis.

28. Water Supply

29.1 The Owner will provide water supply at site near place of works. All pumping installation, pipe net work and distribution system will have to be carried out by the Contractor at his own cost. Water supply will be free of cost.

29.2 Distribution pipe network shall have the prior approval of the Architect, so as not to interfere with the layout and progress of the other works.

29.3.1 However, owner does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

29. Power Supply

- 30.1 Electricity for works and general lighting will be **arranged by the owner at one point, free of cost**. The Contractor shall make his own arrangements at his own cost to provide and install a main switch and take motored connection from the above point, including all necessary cables and distributions. Such distributions shall be carried out as per safe practices and shall be as approved by the Architect. The contractor is also required to install at his own cost, a standby generator of capacity, as required, including distributions and connections and in the event of non-availability of power, as mentioned above, it is the Contractors responsibility to supply uninterrupted and adequate power for the works. All cost associated with the supply of the electricity and/or generator and/or other provisions for the alternate supply are deemed to be included by the Contractor. Nothing extra will be paid on this account.
- 30.2 It shall be the responsibility of the Contractor to provide and maintain the complete installation on the load side of the supply with due regard to safety and proper circuit protection requirement at site. All cabling equipment installation etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e. as per the central/state electricity acts and rules etc. The Contractor will ensure that his equipment and electrical wiring etc., are installed modified, maintained by a licensed electrical/supervisor. A test certificate is to be produced to the Engineer-in-Charge for this approval, before power is made available. Non adherence of safety code shall render the contractor to be penalized a deemed fit by Engineer-in-Charge.
- , IEA regulations shall be followed failing which the owner has a right to disconnect the power supply out any reference to Contractor. No claim shall be entertained for such disconnection by the Engineer-in-Charge. Supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.
- 30.3 In case of damage of any of the Owner's equipment on account of fault, intentional or unintentional on the part of the Contractor, the owner reserves the right to recover the cost of such damage from the Contractor's bill. Cost of HRC fuses replaced at the Owner's account at the rates decided by the Architect. Ratings of fuses to be provided/used by contractor shall not be more than the ratings approved by Owner.
- 30.4 The Contractor shall ensure at his cost that all electric lines and equipment and all installations are approved by the State Electricity Inspector.
- 30.5 The total requirement of power with equipment wise break-up shall be indicated by the Tenderer along with his tender.

30. Execution of Works:

All the works shall be executed in the most substantial proper workman like manner with the quality of material and workmanship in strict accordance and conformity with the provisions of the contract documents and with self explanatory detailed drawings, specifications and instructions as may be furnished

from time to time to the Contractor by the Architects, in his absolute discretion, whether mentioned in the contract or not.

The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. Wherever absolutely essential, the chase shall be cut using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The contractor shall ensure proper co-ordination of various disciplines viz. sanitary & water supply etc.

Before commencement of work, the contractor shall correlate nomenclature of the item with all the relevant architectural and structural drawings to satisfy himself that the information available there from is complete and unambiguous. The figures and the written dimensions of the drawing shall supersede the measurement by scale. The contractor submits for approval of Engineer-In-Charge his workshop drawings and the sample of the work to be performed under the specified items of work before actually commencing the mass execution of work under the item. Nothing extra shall be payable on this account.

The discrepancy in the drawing issued, if any, shall be brought to the notice of the Engineer-In-Charge for immediate decision before execution of the work. The contractor, alone, shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and incomplete information and no claim, whatsoever, shall be entertained on this account.

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

31. Inspection of Site:

The Contractor shall be deemed to have understood, accepted and to have entered into the Contract based on such data regarding hydrological, climatic and physical conditions as shall have been examined by the Contractor as per "Information and Instruction to Tenderers" and/or as shall have been indicated by the Employer in the documents furnished to the Contractor by the Employer for the purpose of tendering. The Contractor shall be deemed to have inspected and examined the site and its surroundings and satisfied himself before submitting Tender or entering into the contract as to the form and nature of the Site, the quantities and nature of the works, materials necessary for the completion of the works, and the means of access to the Site, the accommodation he may require and the rules regulations and statutory obligations he has to fulfil. The Contractor shall be considered to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his Tender or the obligations deemed to be fully assumed by him under the Contract and then considered to have been submitted his tender.

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

32. Work to be to the satisfaction of the Architect/Engineer:

The Contractor shall execute, complete and maintain the Works strictly in accordance with the Contract to the satisfaction of the Architect/Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the Contract or not) touching or concerning the works. The Contractor shall take instructions and directions only from the Architect or from the Architect's Representative.

33. Complying with Architect's Instructions:

The Contractor shall forthwith comply with all instructions issued to him by the Architect in regard to any matter in respect of which the Architect expressly empowered by these Conditions to issue instructions. If within seven days after receipt of a written notice from the Architect/Architect's Representative requiring compliance with an instruction the Contractor does not comply therewith, then the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all cost incurred in connection with such action shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any monies due or to become due to the Contractor under this Contract and carrying out of such works by other persons/agencies shall not relieve the Contractor from fulfilling his obligations under the contract.

34. Interference with Traffic and adjoining properties:

- a) All operations necessary for the execution of the Works and for the construction of any Temporary Works shall so far as in compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the Employer or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expense whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefore.
- b) The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his sub- contractors and in particular shall select routes and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways and bridges.
- c) Should it be found necessary for the Contractor to move one or more loads of Constructional Plant Machinery or pre-constructed units or parts of units of work over part of a highway or bridge the moving whereof is likely to damage any highway or bridge unless special protection or strengthening is carried out then the Contractor shall adopt proper & adequate measures and shall be responsible for all the costs and consequences thereof.

35. Contractor to keep site clear:

- a) During the progress of the works the Contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any constructional plant and surplus materials and clear away and remove from the site any wreckage, rubbish, malba or temporary works which are no longer required. Cleaning of site to be done on daily basis,
- b) On the completion of the Works the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanlike condition to the full satisfaction of the Engineer/local authorities not later than 30 days from the completion of the works or by such other date as fixed by the Engineer/local authorities.

36. Contractor's General Responsibilities:

- a) The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute, complete and maintain the Works, remedy any defects therein in accordance with provisions of the Contract and provide all labour including the supervision thereof, materials, Constructional Plant and all other things, whether of a temporary or of a permanent nature, required in and for such execution, completion, remedying of any defects and maintenance. The works shall be carried out by the

Contractor in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instruction and directions on any and all matters whether mentioned in the Contract or not.

- b) Well in advance to commencement of any part of the work, the Contractor shall promptly notify the Engineer immediately on receipt of information/drawings of any error, omission, fault or any other defect in the design or specifications/ drawings for the works which he only discovers at post contract stage only when reviewing the documents or in the process of execution of the works.
- c) The Contractor shall carry out and complete the Works in accordance with good engineering practices and using materials and workmanship of the best quality and standards provided that where and to the extent the approval of the quality of materials or of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of the Engineer/Engineer's Representative. Dissatisfaction of quality, standard and workmanship by the Engineer cannot be disputed by the Contractor.
- d) The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Bill of Quantities and Specifications taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Bill of Quantities and Specifications, he shall well in advance to commencement of work refer the same in writing to the Engineer who shall decide and communicate which is to be followed.
- e) Wherever it is mentioned in the specifications that the contractor shall perform certain work or provide certain facilities/materials, it is understood that the Contractor shall do so at his cost.
- f) The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- g) The Contractor is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the Bill of Quantities and rates. Instructions in respect of such additional items and their quantities will be issued in writing by the Engineer with the prior consent in writing of the Employer.
- h) The Contractor must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly to the satisfaction of the Engineer.
- i) The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Contract documents and drawings and also in compliance of the requirements of the local public authorities and to the requirements/satisfaction/direction of the Engineer and no deviation on any account will be permitted.
- j) The Contractor shall have to use materials of the makes/ manufacturers specified in the list of materials of approved brand and/or manufacture contained in contract documents.
- k) Contractor's Superintendence: The Contractor shall give and/or provide all necessary superintendence during the execution of the works and as long thereafter as the Architect may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor or its competent and authorized technical agent or representative and all other technical staff approved of in writing (approval to be obtained before the commencement of work) by the Engineer (which approval may at any time be withdrawn), is to be constantly on the works and shall give his whole time to the superintendence of the same. Such representatives shall be adequately qualified and have the required experience in similar works. If such approval is withdrawn by the Engineer at any stage, the Contractor

shall, as soon as is practicable, (having regard to the requirement of replacing him as hereinafter mentioned), after receiving written notice of such withdrawal remove the agent(s)/ representative(s) from the Site and shall not thereafter employ him again at the site in any capacity and shall replace him/them by competent agent or representative, approved by the Architect. Such authorized agent or representative shall receive on behalf of the Contractor, directions and instructions from the Architect or the Architect's Representative.

- l) Safety of Site Operations: The Contractor shall take full responsibility for the safety, stability and adequacy of all site operations and methods of construction including temporary works, provided that the Contractor shall not be responsible except as may be expressly provided in the Contract, for the design or specification of the permanent works.
- m) Care of works:
 - i) From the commencement to the certified completion of the whole of Works, the Contractor shall take full responsibility for the care thereof and of all Temporary Works and in case any damage loss or injury shall happen to the works or to any part thereof or to any Temporary Works from any cause whatsoever.
 - ii) The Contractor shall at his own cost repair and make good the damage so that on completion, the works shall be in good order and condition and in conformity to every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him including his sub-contractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations. The Contractor shall indemnify the Employer from all risks on this account.
 - iii) From the commencement to the completion of the Works the Contractor shall take full responsibility for the care thereof and of all Temporary Works and in case any damage loss or injury shall happen to the works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except the excepted risks as defined in sub-clause (i) of this Clause) the Contractor shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. In the event of any such damage, loss or injury happening from any of the "excepted risks" the Contractor shall, if any, to the extent required by the Engineer.
- n) Compliance with Statutes, Regulations etc.: The Contractor shall conform to the provisions of any Act of the legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by such regulations, give to the Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case, the Contractor shall not within ten days of submission of such notice, receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question. The Contractor shall bring to the attention of the Engineer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Engineer.

37. Contractor's Senior Representative for execution and coordination of works:

The Contractor shall have on site at all times during working hours throughout the course of the Contract at least one competent senior representative who shall be empowered to make decisions binding on the Contractor in respect of all matters likely to arise in connection with the execution & coordination of the Works at site and shall keep the Engineer and the Employer informed at all times the presence of such representative at site, who has been approved for such work by the Engineer. Contractor's Senior

Representative shall have the power to take joint measurement and sign the measurement books/bills. Any directions, explanations, instructions or notices given by the Engineer to such representative shall be held to be given to the Contractor.

38. Contractor's Employees:

- a) The Contractor shall provide and employ after approval from the Engineer at the site in connection with the execution, completion and maintenance of the Works, the following staff but not limited to and with minimum qualifications & experience as required by the Engineer:
 - i) Site-in-Charge (Full time) – One graduate Engineer with minimum 5 years experience and adequate exposure to various works of similar nature & magnitude.
 - ii) Additional Engineering staff/technical assistants who are qualified including qualified Electrical, Sanitary and Plumbing Engineers, skilled and experienced in their respective callings and sub-agents, foremen and leading hands who are competent to give proper supervision, ensuring quality & output to the work they are required to supervise including all services and infrastructure works they are required to supervise, and
 - iii) Such skilled, semi-skilled and unskilled labour as are necessary for the proper and timely execution, completion and maintenance of the works.
If contractor fail to deploy the engineer & staff as mentioned above within 07 days of issue of letter of Intent, Architect shall deploy the engineer, staff and cost shall be deducted from the contractor payments @ 20000/- per month/ per engineer +15%.
- b) Unauthorized Persons: No unauthorized persons are to be allowed on the site. The Contractor shall instruct all such persons to keep out and shall take steps to prevent trespassing.

- c) Conduct of Contractor's Field Staff: The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workers and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the interests of the community or of the proprietor or occupiers of land and properties in the neighbourhood and in the event of such employees so trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final.
- d) If and whenever any of the Contractor's or sub contractor's agents, sub agents, assistants, foremen, or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or negligent in the performance of their duties or that in the opinion of the Engineer-in-Charge, be undesirable for administrative or any other reason, such person or persons to be employed in the works, the contractor, if so directed by the Engineer-in-Charge, shall at once remove such persons from the site of work forthwith. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute.
- e) If and when required by the Owner all the Contractor's personnel entering the premises shall be properly identified by badges of a type acceptable to the Owner which must be worn at all times while on the premises of the company and all works sites.

39. Insurance

Contractor shall obtain comprehensive all risk (CAR) insurance policy to cover damages to and loss of property and person as under :

1. Entire contract value i/c cost of materials supplied by owner for period of completion including defect liability period.
2. Materials at site including plants, machinery and other perishable items.
3. Injury to persons belonging to the Employer & their Employees, Architects, Consultants, Suppliers & Visitors to site or adjacent premises.
4. Compensation payable by the Contractor under N C A on account of injury to all workers belonging to the contractors or to the sub contractors.

The Contractor shall insure against all such liabilities and shall continue such insurance during the whole of the time when any person employed by him is on the works. Premium for all insurance policies shall be paid by the contractor and shall not be reimbursable. The contractor shall produce certificates of insurance to the OWNER/PROJECT MANAGER. These certificates shall be fully executed and shall state that the policies cannot be cancelled until ten (10) days after written notice of such cancellations has been given to the OWNER. The contractor shall obtain written certificate of similar certificates from all Sub-contractor and thereby assume responsibility for any claim or losses to the client resulting for failure of any sub contractor to obtain adequate insurance protection in connection with their work. Further, the policy shall be in joint name of the OWNER and the contractor with the OWNER'S name being the first.

If the Contractor fails to comply with the terms of this condition, the client may affect the insurance and deduct the expenses from any moneys that may be or become payable to the contractor or may, at his option, refuse payment of any certificate to the contractor until contractor complies with this condition.

In addition to the liability imposed by law upon the contractor for injury (including death) to persons or damage to property by reason of the negligence of the contractor or his agents, which liability is not impaired or otherwise affected hereby, the contractor hereby assumes liability for and agrees to save the OWNER, Architect harmless and indemnifies him from every expense, liability or payment by reason of injury(including death) to persons or damage to property suffered through any act or omission of the contractor, or any of his sub contractor, or any person directly or indirectly employed by any of them or from the conditions of the premises or any part of the premises which is in control of the contractor or any of his sub contractors, or any one directly or indirectly employed by either of them, or arising in any way from the work called for by this contract.

40. Engagement & Conditions of Labour:

- a) The Contractor shall observe and strictly adhere to all prevailing labour laws inclusive of Contract Labour (Regulation and Abolition) Act of 1970 (latest revision) and other safety regulations.
- b) The Contractor shall make his own arrangements for the engagement of all labour. In respect of the engagement, employment, wages, transport, paying, feeding, housing and working conditions of labour and of all matters connected therewith the Contractor shall be responsible and liable and shall at all times during the continuance of the Contract conform in all respects with and carry out all obligations imposed on him by the provisions and requirements of any Central or State Statute ordinance or other Law or any Regulation or Bye-law of any local or other duly constituted authority which may be applicable including any such law regulation or order passed or made or coming into force during the period of the Contract.
- c) The Contractor shall employ labour in sufficient numbers either directly or through approved sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer.
- d) The Contractor shall not employ, in connection with the works, any person who has not completed his eighteenth year of age.
- e) The Contractor shall furnish to the Architect fortnightly distribution return of the number of description by trades of work, people employed on the works.
- f) The Contractor shall also submit on the 4th and 19th of every month to the Architect a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that may have occurred, if any, during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act or Rules made there under and the amount paid to them.
- g) The Contractor shall indemnify the Employer against any payments to be made under and for the observance of the Regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.
- h) The decision of the Architect in matters relating to the reports from the Inspecting Officers, shall be final and binding and deductions for recovery of any liquidated damages in this respect may be made from any amount payable to the Contractor.

41. Festivals and Religious Customs:

The Contractor and sub-contractor's agents and employees shall in all their dealings with their workmen and labourers for the time being employed on or in connection with the works have due regard to all recognised festivals and religious and other customs.

42. Epidemics:

In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or public health authorities for the purpose of overcoming the same.

43. Disorderly Conduct:

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his or his sub-contractor's employees and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same but the Contractor shall not interfere with member of any authorised Police Force who shall have free and undisputed access at all times to any part of the Works in the execution of their duties.

44. Accidents:

The Contractor shall immediately on occurrence of any accident at or about the Site or in connection with the execution of the work report such accident to the Engineer's representative. The Contractor shall also report such accident immediately to the competent authority whenever such report is required to be lodged by law & take appropriate actions thereof. The Contractor shall be responsible for any liaison, paper work full filling insurances implications, dealing with police or any other officer to finalise the case. He shall indemnify the Client totally from any involvement or responsibility on this account.

45. Alcoholic Liquor or Drugs:

The Contractor shall not at any time give sell or barter any alcoholic liquors or permit or suffer any such sale, gift or barter to be made by any Sub-contractor, employee or agent of the Contractor, nor import of permit or suffer the importation of any alcoholic liquors into India.

46. Arms and Ammunition:

The Contractor shall not at any time import or sell, gift, barter or otherwise dispose of any arms or ammunition or explosive of any description to any person or persons whatsoever and nor permit or suffer any of his sub-contractors agents or employees to make any such sale, gift, barter or other disposition.

47. Workmen's Compensation:

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request, of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

48. Observance by Sub-Contractors:

The Contractor shall be responsible for the observance by sub-contractors, employed by him in the execution of this Contract of the provisions hereof and applicable laws, rules and regulations and ensure that employees of the subcontractors are paid their wages as per Workmen's Compensation Act 1923. In additions to this the contractor will obtain an NOC from the subcontractor that all dues pending for the previous month is paid in full and a copy submitted to the Employer.

49. Safety Code:

- a) First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
- b) An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
- c) Suitable and strong scaffolds from ground should be provided for workmen for all works that cannot safely be done.
- d) No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra worker shall be engaged for holding the ladder.
- e) The excavated material shall not be placed within 1.5 metres of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- f) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- g) No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- h) Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
- i) Those engaged in welding works shall be provided with welder's protective eye-shields. and .gloves.
- j) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- k) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- l) Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
- m) Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- n) The ropes used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from defects.

50. Fair Wages:

The Contractor shall in respect of all persons employed by him in factories, workshops or other places occupied or used by him for the execution of the contract including the works, pay rates or wages, emoluments, and expenses, and observe hours and conditions of labour not less favourable than those established for the trade or industry in the district are affiliated. In the absence of such established rates and conditions the Contractor shall pay rates or wages and observe hours and conditions of labour which are not less favourable than the general level of wages, hours and conditions observed in the trades or industries similar to those in which the Contractor is engaged.

The Contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any regulation or bye laws, or any local or other statutory authority applicable in relation to the execution of work such as:

- i) Minimum Wages Act 1948 (amended)
- ii) Payment of Wages Act 1936 (amended)
- iii) Workmen's Compensation Act, 1923 (amended Act No.65 of 1976).
- iv) Contract Labour Regulation and Abolition Act, 1970 and Central Rules 1971 (amended).
- v) Apprentices Act 1961.
- vi) Any other act or enactment relating thereto and rules frames there under from time to time.
- vii) Industrial Employment (standing order) Act, 1946 (amended)
- viii) Personal Injuries (compensation insurance) Act 1963 and any modifications thereof and rule made there under from time to time.
- ix) Employees Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof.

51. Role of Engineer-in-Charge

- a) The duties of the Engineer-in-Charge are to watch and supervise the works and to test any materials to be used or workmanship employed in connection with the works, quality control, project scheduling and monitoring and coordinating with all other agencies, recording of measurements, certification of bills, preparing extra/deviation items, preparing minutes of meeting and responsibilities for overall monitoring of progress of the project etc. They shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract.
- b) The Contractor shall afford the Engineer or his representative every facility and assistance for examining the works and materials and checking and measuring time and materials.
- c) The Contractor shall make available to the Engineer-in-Charge free of cost all necessary instruments and assistance in checking of setting out of works and in the checking of any works made by the Contractor for the purpose of setting out and taking measurements of work. He shall also provide all instruments and labour free of cost for testing and inspection of all works either under progress or on completion.
- d) The Engineer shall have such other powers and discharge other functions as are specifically provided in this contract including such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Employer.

52. Engineer/ Architect's Instructions

The Engineer-in-Charge may, in his absolute discretion, whether mentioned in the contract or not, issue further drawings and/or written instructions, details, directions and explanations, from time to time, which are hereafter collectively referred to as "Engineer's Instructions" in regard to:

- a) The variation or modification of the design, quality or quantity of items of works or the addition or omission or substitution of any item.
- b) Any discrepancy in the Drawings or between the Bill of Quantities and/or Drawings and/or Specification.
- c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
- d) The removal and/or re-execution of any works executed by the Contractor.
- e) The dismissal from the works of any person employed thereupon.
- f) The opening up for inspection of any work covered up.

The Contractor shall forthwith comply with and duly execute any work complying with such Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Engineer shall, if involving a variation, be confirmed in writing by

the Contractor within seven days, and if not dissented from in writing within a further seven days by the Engineer, such instruction shall be deemed to be Engineer's instructions within the scope of the Contract.

53. Confirmation of Engineer/ Architect's Verbal Instructions:

All instructions issued by the Engineer/ Architect shall be issued in writing. However, any instructions issued orally shall be given immediate effect by the Contractor and shall be confirmed in writing by the Engineer/ Architect thereof within seven days from issuing of such oral instructions.

54. Discrepancies Between Instructions:

Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff, or if any doubt arises as to the meaning of any such instruction, or should there be any misunderstanding between the contractor, his staff, and the Engineer-in-Charge, the Contractor shall refer the matter immediately in writing to the Owner whose decision in consultation with the consultant thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible, except extension in time as permissible.

55. Action Where Specification is not Available:

In case of any work for which there is no specification available in the tender document such work shall be carried out in accordance with Indian Standard Specification and if the Indian Standard Specification does not cover the same, the work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge.

56. Coordination and Inspection of Work:

Unless otherwise agreed, the coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will normally be passed by the Engineer-in-Charge or his authorized representative to the Contractor.

A site (work) order book (in triplicate) will be maintained by the Contractor, given instructions will be entered in this book. These will be signed by the Contractor or his authorized representative by way of acknowledgement within 12 hours. This shall be in addition to instructions or orders issued in writing by the Engineer-in-Charge.

The contractor shall submit in duplicate, format to be supplied by the Engineer, a daily report, giving an accurate record of the progress of the works, the number of men employed in each trade, the weather. Temperature, visitors to the site and any other events influencing the materials and equipment delivered.

57. Work Timings:

- a) All major works have to be executed during normal working hours on week days only. Normally such important works will not be permitted in the night, on Sunday, and other holidays. However, the Contractor should be prepared to work in two or three shifts per day, if so required, without any extra cost over the quoted rates. If at any time the Contractor wants do important works (For which the presence of Engineer-in-charge or his representative is required) more than one shift or on a holiday or beyond normal working hours, he shall get the approval of Engineer-in-Charge at least 24 hours before. Refusal by Engineer-in-Charge at any time for such extension of working hours shall not constitute any claim for compensation of extension of time of completion.
- b) All work at night shall be carried out without unreasonable noise and disturbance and with the approval of the Engineer and in addition that of the local authority, if so applicable & in presence of contractors engineer only. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.
- c) The execution of the work will require working in the monsoon season also. The contractor must maintain an adequate labour force as may be required for the job plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- d) During monsoon and other periods, it shall be the responsibility of the Contractor to keep the construction work site free from water at his own cost. He should also provide necessary equipment (like dewatering pumps, tarpaulins for cement etc.) so as to be readily available at work site, for which no extra payment will be made.
- e) The contractor must arrange for the placement of workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever it may be, will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.

58. Drawings to be supplied by the Architects/Consultants

- a) General drawings for the work are either attached with tender or shown and explained to the Contractor before the tender process. This is for general guidance of the Contractor to enable him to visualize the type of work contemplated. The Contractor will be deemed to have studied the drawings and formed an idea about the work involved. Detailed working drawings on the basis of which actual execution is to proceed, as and if required, will be furnished from time to time during the progress of work.
- b) The Contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings, and should bring to the notice of the Engineer-in-Charge discrepancies, if any, therein well before actually carrying out the work. Copies of all detailed working drawings relating to the works shall be kept at the Contractors office on the site and shall be made available to the Engineer-in-Charge at any time during the contract. The drawings shall be the property of the Owner and shall not be used for any other projects by the Contractor.

59. Quality of Materials & Workmanship & Test:

- a) All materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the Site or at all or any of such places. The Contractor shall upon the instruction of the Engineer/Engineer's Representative furnish him with, documentation to prove that, the materials & goods comply with the requirements of contract and for requirement stated above. The Engineer may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the Contract. The Contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials before incorporation in the Works for testing as may be selected and required by the Engineer/Engineer's Representative.
- b) Samples:
 - i) All samples of materials of adequate numbers, sizes, shades & pattern as required by the Engineer shall be supplied by the Contractor without any extra charge. Apart from adhering to any special provision made in the specifications regarding submission of samples the Contractor shall within 30 days of his receipt of Letter of Intent, provide to the Engineer samples along with the detailed literature and technical catalogues, latest test certificates if required, of all materials he proposes to use in the building irrespective of the fact that a specific make/material might have been stipulated. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature/test certificate of the same shall be provided instead to the satisfaction of the Engineer. Before submitting the samples/literature, the Contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of the specification and/or requirement at site. The Engineer shall check the samples and give his comments and/or approval to the same. Only when the samples are approved in writing, he shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Engineer for identification and shall be kept on record at his office until the completion and acceptance of the work and shall be available at the site for inspection/comparison at any time. The Contractor shall keep with him a duplicate of such samples to enable him to process the matter.
 - ii) For items of work where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be preserved at a place where it can be left undisturbed until the completion of the project.
 - iii) The Engineer shall communicate his comments/approval to the Contractor regarding the samples at

his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies in respect of inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipments, etc. shall be to the account of the Contractor. In this respect the decision of the Engineer shall be final.

- iv) On delivery of the supplies of materials/equipment for permanent works at the site, the Contractor shall specifically arrange to get the supply inspected by the Engineer and compared with the approved sample and his specific approval obtained before using the same in the work.
- v) If samples are not approved, the Contractor shall forthwith arrange to supply to the 'Engineer' for his approval, fresh samples complying with the specification laid down in the contract.
- vi) The Contractor shall be bound, at his own cost to get the regular testing of samples of materials in the manner as specified by I.S.I. or B.I.S., B.S. and relevant codes or in the manner as may be specified by the 'Engineer' and submit true copies of the original test certificates to the Engineer's Representative showing its conformity to required standards for use in the works and preview/comments of the Engineer, before their use on works.
- vii) Cost of materials consumed in the tests shall be borne by Contractor, in all cases.
- viii) Should there be any doubt about the accuracy or results of certain tests carried out by the Contractor at site or outside, the Engineer shall be entitled to get the confirmatory testing carried out at alternative facility at the Contractors cost and the Contractor shall be bound to provide all facilities and cooperation for the alternative testing.
- ix) Cost of Tests: The cost of making any test shall be borne by the Contractor if such test is intended by or provided for in the Specification or Bill of Quantities only where a test is performed.

60. Materials to be Supplied by Contractor:

- a) The contractor shall procure and provide the whole of the materials required for the construction. All other building materials, tools, tackle, construction plant and equipment for the completion of the works, except the materials which will be issued by the Owner, and shall make his own arrangements for procuring such materials and for the transport thereof. The contractor shall make arrangements for materials and visitors lifts separately once construction of third floor superstructure is completed. The Owner may give necessary recommendation and/or shall provide necessary assistance to the respective authority if so desired by the Contractor but assumes no further responsibility of any nature.
- b) The Owner will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers or as approved by the Engineer-in-charge/Consultant or as mentioned in the attached list of approved material in this document. All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any material procured. Before procuring, the Contractor should get the approval of Engineer-in-Charge for any material to be used for the works. All testing, inspection, sampling etc. shall be done by the Contractor at his cost and the rates shall be inclusive of the same.
- c) Manufacturer's certificates, as and when asked for by the Engineer-in-charge, shall be submitted for any material supplied by the Contractor. If however, in the opinion of Engineer-in-Charge any test is required to be conducted on the material supplied by the Contractor, these will be arranged for by the Contractor promptly at his own cost.
- d) Any procurement selection of material change orders of task or item should have a written approval from the architect and engineer incharge.

61. Delivery of Materials & Equipment:

Unless the Engineer shall otherwise approve, no material shall be delivered to site. Likewise Fabrication Materials or Contractor's Equipment shall be delivered to Site only upon an authorization in writing applied for and obtained by the Contractor from the Engineer.

The Contractor shall be responsible for the receiving on site of all Materials and Contractor's Equipment delivered for the purposes of the Contract.

62. Articles Found in the Site:

All minerals, metals of any description and all precious stones, coins, treasure, antiquities and other similar things discovered on site shall be the property of the Owner or relevant Government department. The Contractor shall only preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to the concerned person or department as indicated by the Owner/Engineer-in-Charge.

63. Sample & shop drawings:

After the award of the contract, contractor shall furnish for the approval of the Architect/ Consultant, samples and shop drawings required by the Specifications.

Samples shall be delivered as directed by the Architect/ Consultant. No extra payment is due to the contractor for preparation of any samples. Unless specifically authorized all samples must be submitted for approval within 15 days of award of the work. Failure on his part shall be treated as breach of contract and penalty clause shall be operational for non-performance.

It shall be exclusive responsibility of the contractor to submit the list of shop drawings; he intends to submit to consultant for approval, for information to Project Manager within 7 days of award of the work.

Contractor to get all the shop drawings approved, in all respect, from the consultants within one months of award of the work. Failure on his part shall be treated as breach of contract and penalty clause shall be operational for non-performance.

The Contractor shall be responsible for carrying out all the tests as per the contract or as directed by Engineer. The cost of all the testing shall be borne by the Contractor.

64. Inspection of Work

- a) Access for Inspection: The Employer, the Architect, the Engineer and their respective representatives shall at all reasonable times have free access to the work and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give to the Employer, the Architect, the Engineer and their representatives every facility including safe access necessary for checking measurements, inspection and examination and test of the materials and workmanship. No person not authorized by the Employer or the Architect or the Engineer except the representatives of public authorities shall be allowed on the works at any time.
- b) The Engineer or authorized representative of the Employer through the Engineer shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever except in so far as such authority may be specially conferred by a written order of the Engineer with the prior concurrence in writing of Employer.
- c) Examination of work before covering up: No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer of any such work or foundations is or are ready or about to be ready for examination, and the Engineer shall

without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or for examining such foundations.

- d) Uncovering and making openings: The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of above clauses and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through reinstating and making good the same shall be borne by the Employer but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor.

65. Inspection & Testing during Manufacture:

- a) The Engineer shall be entitled during manufacture to inspect, examine and test on the Contractor's premises during working hours, the materials, workmanship and check the progress of manufacture of all fabrication materials to be supplied under the Contract, and if part of the said materials is being manufactured on other premises the Contractor shall obtain for the Engineer permission to inspect, examine and test as if the said Plant were being manufactured on the Contractors premises. Such inspection, examination or testing if made shall not relieve the Contractor from any obligation under the Contract.
- b) Dates for Inspection & Testing: The Contractor shall agree with the Engineer the date on and the place at which any plant/works will be ready for testing as provided in the Contract and unless the Engineer shall attend at the place so named on the date agreed the Contractor may proceed with the tests, which shall be deemed to have been made in the Engineer's presence, and shall forthwith forward to the Engineer duly certified copies of the test readings. The Engineer shall give the Contractor 24 hours notice in writing of his intention to attend the tests.
- c) Facilities for Testing at Manufacturer's Works: Where the Contract provides for tests on the premises of the Contractor or of any sub-contractor the Contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required and as may be reasonably demanded to carry out such tests efficiently.
- d) Certificate of Testing of Fabrication Materials: As and when fabrication materials shall pass the tests referred in this, the Engineer shall furnish to the Contractor a certificate in writing to that effect.
- e) Rejection: If as a result of such inspection, examination or test of the works (other than a Test on Completion as above) the Engineer shall decide that such material is defective or not in accordance with the Contract he shall notify the Contractor accordingly stating in writing his objection and reasons therefore. The Contractor shall with all speed make good the defect or ensure that the material complies with the Contract. Thereafter, if required by the Engineer, the tests shall be repeated under the same terms and conditions save that all reasonable expenses to which the Employer may be put by the repetition of the tests shall be deducted from the Contract Sum.

66. Inspection Reports:

The Contractor shall provide the Engineer with five copies of reports of all inspections and tests.

67. Action and Compensation in Case of Bad Work:

If it shall appear to the Engineer or his representative in charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description, or

that any materials, or articles provided by him for the execution of work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the Contractor shall on demand in writing from the Engineer or his representative specifying the work, materials or articles complained or not withstanding that the same may have been inadvertently passed, certified and paid for forthwith, rectify and remove and reconstruct the work, so specified in whole or in part as the case may require at his own risk and cost, and in the event of his failing to do so within a period to be specified by the Engineer or his representative in his demand aforesaid the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the value of work ascertained by the Engineer, for every day not exceeding fifteen (15) days while his failure to do so shall continue and in the case of any such failure the Engineer may rectify or remove and re-execute part or whole of the work with new materials after dismantling the rejected works at the risk and expense in all respects of the Contractor.

68. Contractor to Search:

The Contractor shall, if required by the Engineer, in writing, search; test, as shall be necessary to determine the cause of any defect, imperfection or fault under the directions of the Engineer. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the contract, the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the Employer. But if such a defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid, the cost of the work carried out in searching aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection, or fault at his own expense.

69. Urgent Repairs:

If by reason of any accident or failure or other event occurring to in or in connection with the Works, or any part thereof, either during the execution of the Works or during the Period of Defect Liability/ Maintenance any remedial or other work or repair shall, in the opinion of the Engineer or Engineer's representative be urgently necessary for security and safety of life or for the works or of adjoining property, and the Contractor is unable or unwilling at once to do such work or repair, the Employer may employ his own or other workmen do such work or repair, as the Engineer or the Engineer's representative may consider necessary. If the work or repair so done by the Employer which is in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract all costs and charges incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor. Provided always that the Engineer or the Engineer's representative (as the case may be) shall, as soon after the occurrence of any such emergency, as may be reasonably practicable notify, the Contractor thereof in writing.

70. Works to be Measured:

- a) The Engineer shall except as otherwise stated ascertain and determine by measurement the quantity and value of work done in accordance with the Contract. He shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's representative in checking such measurements and other substantiations of the Bill submitted by the Contractor and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work and shall be conclusive and binding on the Contractor.
- b) For the purpose of measuring such permanent work as is to be measured by records and drawings the Engineer's representative shall prepare records and drawings of such work from time to time and the Contractor, as and when called upon to do so in writing, shall within 14 days, attend to examine and

agree such records and drawings with the Engineer's representative and shall sign the same when so agreed and if the Contractor does not so attend to examine and agree such records and drawings within the aforesaid period they shall be taken to be correct.

- c) In the case where any general or detailed description of the work in the Schedule of Items expressly shows to the contrary, all measurements shall be made according to the procedure set forth by the Engineer.
- d) The works shall be measured notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.
- e) All authorized extra works, omissions and all variations made without the Engineer's knowledge, but subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.
- f) The contractor shall provide all equipment, instruments, labour and such other assistance as required by the Engineer/ Consultants for measurement of works, materials, etc. under his arrangement and cost.

71. Disruption of Progress:

The Contractor shall give adequate but not less than four (4) weeks time written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including direction, instruction or approval, is required to be issued by the Engineer. The notice shall include details of the drawing or order required explaining why and by when it is required and of any delay or disruption likely to be suffered if it is late.

72. Suspension of Work:

The Contractor shall on the written order of the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. The extra cost including all running wages to be paid on the Site, salaries, depreciation and maintenance of plant, Site on-costs and overhead costs of the Contract related to the works done or incurred by the Contractor in giving effect to the Engineer's instructions under this Clause shall be borne and paid by the Employer unless such suspension is:

- (a) otherwise provided for in the Contract ,Or
- (b) necessary by reason of inclement weather conditions affecting adversely the safety or quality of the Works, Or
- (c) necessary by reason of some default on the part of the Contractor.

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim the Engineer within 28 days of the Engineer's order. The Engineer shall settle and determine such extra payment and/or extension of time under relevant Clause hereof to be made to the Contractor in respect of such claim as shall in the opinion of the Engineer be fair and reasonable and the Engineer's decision shall be final and binding.

73. Completion Certificate:

The works shall not be considered as completed until the Architect/ Consultant has certified in writing that they have been completed. On successful completion of entire works covered by the Contract to the full satisfaction of Architect/ Consultant, the Contractor shall ensure that the following works have been completed to the satisfaction of Architect:

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove all Contractor's site offices and quarters and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the Contractor by the Employer and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to Contractor and shall clear, level and dress, compact the site as required and said land to the satisfaction of the Engineer.
- d) Shall put the Employer in undisputed custody and possession of the site and all land allotted by the Employer to the Contractor.
- e) All defects/imperfections have been attended including cleaning of floors, glazing and frames free from splashes of paints etc. & rectified to full satisfaction of the Engineer during the Defect Liability Period.

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

Upon the satisfactory fulfilment by Contractor as stated above, the Contractor shall be entitled to apply to the Architect for a Final Completion Certificate in respect of the entire work. If the Architect is satisfied of the completion of the work relative to which the Completion Certificate has been sought for the Architect shall within 14(fourteen) days of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the works for which the Completion Certificate has been applied.

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

74. Possession Prior to Completion:

The Architect shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contract agreement. If such prior possession or use by the Engineer-in-Charge delays the progress of work, equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly.

75. Defects Liability Period:

Unless otherwise noted in the Appendix, the Contractor shall maintain the work for a period of 12 months from the date of completion, and if any damage shall happen to the work while in progress or after completion from any imperfection or defects become apparent either in the materials supplied by the Contractor or in the workmanship within the above stipulated period from the date of issue of completion certificate, the Contractor shall make the same good at his own expense or in default, the Architect may cause the same to be made good by other workmen and deduct expenses (of which certificates of the Architects shall be final) from any sums that may be then or at any time thereafter become due to the Contractor or from this security deposit or the proceeds of sale thereof or of a sufficient portion thereof. In case of any individual plant/ equipment/ item supplied and installed by the contractor the guarantee period of such equipment, as per its individual terms and conditions, would be valid simultaneously with the above Defect Liability Period.

76. Defects Prior to Taking Over:

If at any time before the work is taken over, the Architect shall:

- a) Decide that any work done or materials used by the Contractor or any sub-contractor is defective or not in accordance with the contract or that the works or any portion thereof are defective or do not fulfil the requirements of contract (all such matters being hereinafter called 'Defects' in this clause)

and

- b) As soon as such a thing is brought to the notice of the Contractor in writing and a decision specifying particulars of the defects alleged to exist or to have occurred,

then the contractor shall at his own expenses and with all speed make good the defects so specified.

In case the Contractor shall fail to do so, Architect (on behalf of the Owner) may take, at the cost of the Contractor, such steps as may in all circumstance be reasonable to make good such defects. The expenditure so incurred will be recovered from the amount due to the Contractor. The decision of the Architect with regard to the amount to be recovered from the Contractor will be final and binding on all concerned. As soon as the works have been complete in accordance with the contract (except minor works, that do not affect the use of the premises), the Architects shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work has been completed and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others and there upon the Architect shall issue a completion certificate, in respect thereof. Such completion certificate will, however, be for such group or groups so taken over only, and shall be in accordance with the Appendix or Special Condition of Contract.

If by reason of any default on the part of the Contractor a completion certificate cannot be issued in respect of every portion of the works, **Conditional Completion Certificate** (Completion Certificate) may be issued by the Engineer-in-charge and none but the Engineer-in-charge shall be at liberty to issue such certificate at his discretion, provided the building can be used by the Owner without any hindrance. At this stage the building shall be considered as **COMPLETED**.

77. Defects After Taking Over :

In order that the Contractor could obtain a completion certificate, he shall make good with all possible speed any defect arising from the defective materials supplied by him that may have been noticed or developed after the work, or group, or the work has been taken over. The period allowed for carrying out such work will be allowed by the Architects.

If any defect is not remedied within the given time, the Owner may proceed to do the work at contractors risk and expense and deduct from the final bill, such amount as may be decided by the Architects.

78. No Dues Certificate:

The Contract shall remain valid and shall remain incomplete until No Dues Certificate shall have been signed by the Architect and delivered to the Employer with a copy to the Contractor. Such a certificate shall be given by the Architect within 30 days of completion of defects liability period (the last period to be considered if different periods to be considered for different parts of the work) or within 30 days from the date of payment of final bill, whichever is later.

The No Dues Certificate given by the Architect shall be considered as approval of the Employer for due performance of the entire contract.

79. Default of Contractor/Forfeiture/Employer's Power to take Possession:

The Architect has a right to ascertain the happening of any contingency, including but not limited to the contingencies listed below, which would vest in the Employer certain powers including, but not limited to taking possession of the work so far as it has been performed, and to completing the work either by himself or by employing some other agency, retaining property of the Contractor, such as materials, plant or money already due to the Contractor:

- a) If the Contractor shall become bankrupt, or have a receiving order made against him, or shall present his petition in bankruptcy, or shall make an arrangement with or assignment in favour of his creditors, or shall agree to carry out the contract under a committee of inspection of his creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction)
- b) Failure of Contractor to commence the work.
- c) Failure of Contractor to proceed with the work as per good workmanship to the satisfaction of the Engineer or the Employer.
- d) Failure of Contractor to proceed with the work for any reason independent of prevention by the Employer or has suspended the progress of the Works for 14 days after receiving from the Engineer written notice to proceed;
- e) In defiance of the Engineer's instructions to the contrary Contractor has sub-let any part of the Contract;
- f) If in the Engineer's opinion, the Contractor is not exercising due diligence and proceeding with such dispatch as will enable the works to be duly completed in time or manner stipulated.
- g) Failure of Contractor in complying with the orders and directions given by the Architect.
- h) Failure of Contractor in complying with the Specification, stipulations, conditions or drawings
- i) The Contractor being guilty of any default in the fulfilment of the contract and is not executing the Works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract;
- j) The Contractor has abandoned the Contract or leaves the work unfinished.
- k) Failure of Contractor, after due notice, to rectify defective work or has failed to remove materials from the site or to pull down and replace work for 14 days after receiving from the Architect written notice that the said materials or work had been condemned and rejected by the Architect under these conditions;
- l) The Contractor renouncing materials from site, and
- m) Failure of Contractor to maintain the works.

then the Employer/ Architect may, after giving 14 days notice in writing to the Contractor, enter upon the site and the Works and expel the Contractor there from without thereby voiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer or the Architect by the Contract and may himself complete the works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of the Constructional Plant, Temporary works and materials which have been deemed to be reserved exclusively for the

construction and completion of the Works under the provisions of Contract as he or they may think proper and the Employer may, at any time, sell any of the said Constructional Plant Temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

80. Valuation at Date of Forfeiture:

The Architect shall as soon as may be practicable after any such entry and expulsion by the Employer fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute and shall certify what amount (if any) had at the time of such entry and expulsion reasonably earned by or would reasonably accrue to the Contractor in respect of work than actually done by him under the Contract and what was the value of any of the said unused or partially used materials any constructional plant and any Temporary works upon the Site.

81. Payment after Forfeiture:

If the Employer shall enter and expel the Contractor under this clause, he shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the period of Defect Liability/ Maintenance and thereafter until the costs of completion and maintenance, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Architect. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Architect may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him then the Contractor shall upon demand pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

82. Determination of Contract:

- a) The Employer shall in addition to any other power enabling him to determine the Contract have power to determine the Contract at any time by giving not less than fourteen (14) days notice in writing to the Contractor and on the expiry of such notice the Contractor shall (with the exception of this clause) forthwith determine but without prejudice to the claims of either party in respect of any antecedent breach thereof.
- b) Payment on Determination: In the event of the Contract being determined under the provisions of this clause the sum payable to the Contractor shall be such sum as would have been payable under the following:
 - i) the reasonable cost of complying with the Architect's directions under the sub clause (ii) hereof, and
 - ii) such reasonable sum as may be agreed between the parties or in default of agreement settled by conciliation or arbitration in respect of the Contractor's over heads including any sums properly and necessarily incurred as the direct result of such determination.

83. Earnest Money Deposit (EMD)

- a) EMD of a sum as specified in the Tender Notice, in the form of Bank Draft in favour of M/s. **Kasturba Balika Vidyalaya, Ishwar Nagar, Delhi**, valid for a maximum of 90 days from the date of submission of tender, shall be submitted along with Tender and the same shall be valid for 90 days from the date of submission of the tender. The EMD amount shall not bear any interest. Tenders received with EMD in any other form except as stated above or without the EMD are liable for rejection.
- b) The EMD shall be refunded to the unsuccessful Tenderer provided a bonafide Tender is submitted.

- c) The EMD shall be forfeited if the Tenderer fails to start the work within a period of 14 days or fails to sign and execute the agreement as provided after issue of Letter of Intent or written order by client to commence the works.

84. Mobilization Advance:

- a) After the issue of the work order/ Letter of Intent, an interest free mobilisation advance of a maximum sum of 10% of the Contract Value, less the cost of the materials to be supplied by the Employer, may be paid by the Employer to the Contractor against submission of a Bank Guarantee of the like amount in favour of the Employer, valid for the contract period.
- b) The mobilization advance shall be utilised by the contractor exclusively for the purpose of this contract only.
- c) The mobilization advance will be recovered from the Contractor's interim bills commencing from the second interim bill pro-rata to the billed amount and the entire amount shall be recovered when 80% of the work is completed in the opinion of the Architect.

85. Security Deposit / Retention Money

- a) As further security for the due fulfilment of the Contract by the Contractor, **5% of the value of the work done** will be deducted by the Employer from each payment to be made to the Contractor towards Retention Money. The amounts retained by the Employer shall not bear any interest.
- b) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
- c) Release of Security Deposit / Retention Money: Half of the Security Deposit shall become due and shall be paid to the Contractor when the Architect shall certify in writing that the works have been substantially completed and the remaining shall be paid to the Contractor, on issuing of the Architect's "No Dues Certificate" after the expiration of Defect Liability Period. Provided always that if at such time there shall remain to be executed by the Contractor any works ordered during such period, the Employer shall be entitled to withhold payment until the completion of such works of so much of the second half of the retention money as shall in the opinion of the Architect be reasonable.
- d) Security Deposit to be adjusted with EMD at initial stage.

86. Forfeiture of Security Moneys:

- a) In case the Contractor fails to commence the work within the stipulated period or after the expiry of 14 (fourteen) days from the date of issue of notice, calling upon the Contractor to commence the work, the Security Deposit(s) shall be forfeited by the Employer. Further, in the event of the Contractor fails to complete the work or deserts the site or abandoning the contract, the Employer shall be at liberty to forfeit the Security Money(s) so deposited with the Employer in respect of the work in full or in part, as, in the opinion of the Architect, be proportionate to the work remained incomplete by the Contractor.
- b) Rights to forfeit Security Deposit: Whenever any claim against the Contractor for payment of a sum of money arises under the Contract, the Owner shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor forming whole or part of such security. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the Contractor under this contract.

- c) Action when whole of Security Deposit is forfeited: In any case in which under any clause of this contract the contractor shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by instalments) or have committed a breach of any of the terms contained in this contract, the Owner shall have power to adopt any of the following courses as deemed best suited to the Owner's interest.
- i) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Architect shall be conclusive evidence) in which case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of Owner.
 - ii) To employ labour paid by the Owner and to supply materials to carry out the work or any part of the work debiting the Contractor with the cost of labour and the price of the materials and the amount of which cost and price, a certificate of the Architect shall be final and conclusive against the Contractor, and crediting him with the value of the work done, 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 value of the work done shall be final and conclusive against the Contractor.
 - iii) To measure up the work of the Contractor 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 any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (the amount of which excess the certificate in writing of the Architect shall be final and conclusive) shall be borne and paid for by the original Contractor and may be deducted from any money due to him by the Owner under the contract or otherwise from his security deposit or from the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the concerned parties, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid the Contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless and until the Architect will certify in writing the performance of such work, and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

87. Contractor remains liable to pay Compensation:

In any case in which any of the powers conferred upon the Owner by above clauses, there for shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a Waiver 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 by any clause or clauses thereof 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 putting in force the powers under sub-clause (a), (b) or (c) vested in it under the preceding clause, the Owner may, if it so desires, take possession of all or any tools; plant materials and stores in or upon the works or the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable in current market rates to be certified by Engineer-in-Charge whose certificate requiring him to remove such tools, 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 Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such sale shall be final and conclusive

against the Contractor.

88. If the Contractor dies:

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Owner shall have the option of terminating the contract without compensation to the Contractor, but after settling the account as per the provisions of the contract.

89. Interim Payments against Running Account Bills

- a) Interim payments shall be made to the Contractor against his interim/ Running Accounts Bills on account of the works executed as per Bill of Quantities and verified by the Engineer or his representative. However, these bills shall not be treated in full and final certifications up to that stage, instead, these bills shall be treated as interim advances against the total job assigned to the contractor and subject to finalization at the end of the project. Any error found later on, after certification of such payments, can always be rectified afterwards till the final certification.
- b) The Contractor shall prepare and submit Interim invoices to the Engineer once a month throughout the construction period (subject to condition that work done is of minimum value of Rs 10 lacs), in a format to be agreed with the Engineer-in-charge and shall be supported by but not necessarily limited to detailed measurements, items by item as per Bill of Quantities, and consumption statements for materials supplied by owner and for materials for which advance has been paid by owner to contractor, provided the amount of the bill payable is more than the minimum value of interim bill as/if stipulated in the Appendix.
- c) The Interim invoices will also show all deductions to be made from the net amount and other dues from the contractor to the owner, as provided for in this contract.
- d) Invoices along with all the enclosures shall be submitted in one Original and two copies thereof.
- e) After submission of the correct interim bill (complete in all respect) by the contractor, the Engineer release 70% amount as ad-hoc, this will be paid within 10 days. Balance amount to be released after certification of bill by engineer. The certified amount shall be released by the Employer within 10 working days. However, the certification period of the bill by the Engineer shall be subject to complete satisfactory submission of all information, vouchers etc. by the Contractor and as required by the Engineer.
- f) The Engineer may, by any certificate, make correction or modification in any previous certificate/R.A. bills, which shall have been issued by him and shall have power to withhold any payment if the Works or any parts thereof are not being carried out to his satisfaction.
- g) No certificate other than the No Dues on completion of Defect Liability Period Certificate referred to here, shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional or valid work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

The engineer may withhold from the bill or on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect, the OWNER from loss on account of:

- a) Defective work not remedied

- b) Failure of the Contractor to make payments properly to sub-contractors for materials or labour or equipment.
- c) Damage to works of another contractor or sub contractor.
- b) A reasonable doubt that the contract can be completed for the balance unpaid amount.
- c) A reasonable doubts that the contractor intends to leave work items incomplete.
- d) Claims made by others on reasonable evidences indicating probable value of claim.
- e) Contractual obligations not fulfilled.
- f) Expected delay in completion of the work.

93. EXTRAS AND VARIATIONS:

If at any time whilst the works are in hand it shall be deemed expedient by the Architect to order material or work of a different description from that specified, or to alter their specification or vary the form or dimensions of the works, or of any parts thereof, or to substitute one class of work for another, it shall be executed by the contractor as if of the class of work provided for in the documents at the rates set out in the Schedules of the rates and no such variations or additions shall in any way annul this contract, or extend the time of completion. But such additions or variation shall be measured and paid for or deducted from the account of the contractor, as the case may require according to the rates set out in the Schedule of Rates. The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

- i) If the rates for the additional, altered or substituted items are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii) If the rates for the additional altered or substituted items are not specifically provided in the contract for the work, then such rates will be derived from the rates for a similar class of work as specified in the contract for the work. Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- iii.) If the altered, additional or substituted work cannot be derived from similar class of work as laid down in (ii) above, then the rates for such items of work shall be computed on the basis of the DSR as amended as on date.
- iv) If the rates for the altered, additional, altered or substituted work cannot be determined in the manner specified in the sub-Clause i), ii.) and (iii) above, then the rates for such work shall be worked out on the basis of actual consumption of materials, and labour equipment used etc. as detailed below.
 - a) Cost of material, at current discounted market rates, actually incorporated in the work.
 - b) Cost of labour actually used at the site of work at currently prevailing rates.
 - c) Hire charges for Plant and Machinery, if any, specially required to be used at the site for the work.
 - d) 15% (FIFTEEN PERCENT) towards contractor's establishment, overheads and Profit.

But if the Contractor and Architect cannot agree as to the rate to be paid, the Architect may order and direct the same to be done by such person or persons as he may think fit, and such person or persons shall be permitted by the contractor to enter upon the works for the purpose of carrying out such work as is required.

Before any extra work, or work of an altered value or class is undertaken by the contractor, he shall procure an order in writing from the Architect for carrying out such extra or variation of work, and the contractor shall not be entitled to any payment for such extras or variations unless he produces, if required to do so, the written order for the same, as aforesaid, he shall not be entitled to plead

that the Architect omitted to provide such written order, as it is to be distinctly understood that the responsibility for obtaining such order shall be with the contractor.

The contractor shall not be entitled to any other rates than the rates set out in the Schedule of Quantities, on any plea that the work was in a different position than that shown on the Plan or described in Specifications or Schedule of quantities, or carried out under circumstances not contemplated in the Specifications or Schedule of quantities, unless an agreement entitling him to payment at other than the rates set out in the Schedule of quantities, shall have been previously made and signed by the Architect and the Contractor.

The Contractor shall send to the Architect once every month, an account giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered in writing and which he has executed during the preceding month. No interim or final claim for payment for any such work or expense will be considered which has not been included in such particulars. The OWNER would pay for any such work or expense, if the Contractor has, at the earliest practicable opportunity, notified the OWNER in writing that he intends to make a claim for such work and it is certified by the OWNER's representative that the payment is due. Any claim not included in the final bill shall be deemed to have been waived and extinguished. The Architect's decision as to the rates for extra item of work shall be conclusive and binding on the contractor

90. Final Bill :

- a) As soon as possible but not more than three months after the completion of the works, the Contractor shall submit to the Engineer, his 'Final Invoice', drawn in an approved manner on the basis of the 'Measurement/Dimension Sheet' certified by the Engineer. The Final bill shall be accompanied by all abstracts, vouchers, etc. supporting it. No further claims shall be made by the Contractor or will be allowed by the Owner after submission of his final billing. The final billing shall be accompanied by all substantiating documentation as required for interim billings with the addition of the following items that shall be supplied by the Contractor :
 - i) All written guarantees and warranties required by the Contract documents.
 - ii) Operation and Maintenance manuals and instructions for equipment and apparatus.
 - iii) One (1) reproducible tracing and two (2) prints/ ACAD files of all requisite 'As built drawings'.
- b) The Engineer shall check and assess the final billing submitted by the Contractor , verify the payment due to him and make the necessary recommendations to the Owner vide a certificate for payment within thirty one (15) days of receiving the correct Final invoice.
- c) The Owner after his own further checking and verification shall make the payment to the Contractor by means of "Account Payee" cheque drawn on a bank in Chennai, less any deductions/ recoveries as provided in this contract and Income Tax to be deducted at source within Twenty eight (15) days of the issue of certificate for payment by the Architect.
- d) Final Bill shall not, however, be paid until the Contractor has cleared the site to the satisfaction of the Architect/ Owner and has issued a NO DEMAND CERTIFICATE in the format as follows, duly signed and stamped on his letterhead :

"We hereby abide by the fact that we have no claim whatsoever against the work carried out by us against the contract _____ as per our final bill dated _____ and as certified by the Architect, vide his letter No. _____ dated _____.

Signature

of the Contractor :

Name and address

Company Seal

91. Statuary Approvals:

The contractor shall be responsible for obtaining all necessary approvals, clearances, permissions etc. from statutory authority / other agencies during the currency of this contract. The OWNER only shall reimburse necessary statutory fees and all other expenses shall be borne by the contractor. All necessary drawings and documents support required for obtaining the approval / clearances / permissions etc. shall be given by the Architect.

92. Indemnity:

The contractor shall indemnify the Owner/Architect/Engineer against all actions, suits, claims, and demands brought or made against the above persons, in respect of any matter or thing done or omitted to be done by the Contractor in the execution of or in connection with the work of the contract and against any loss or damage to the Owner/Architect/Engineer in consequences of any action of suit brought against the contractor for anything done or omitted to be done in the execution of the work in this contract.

93. Income Tax

An amount of 2%, or the prevailing rate specified by the Income Tax authorities of the gross value of work done, plus surcharge, if any, will be deducted from all payments made to the Contractor and remitted to the Government Treasury/Reserve Bank of India in accordance with section 194 C of the I.T. Act and the latest laws of the land. The Contractor shall be provided with the copies of such remittance.

94. Disputes, Settlements and Arbitration

In the event of any dispute arising regarding any matters, all efforts shall be made to settle such disputes amicably. However, if such a settlement cannot be reached, then the matter shall be left to Arbitration. Arbitrator shall be appointed by the employer. The arbitration procedure shall be as per Indian Arbitration Act 1940 and updated as on date. Venue of Arbitration shall be in Chennai only.

95. Jurisdiction of Courts : Chennai

PROFORMA OF BANK GUARANTEE AGAINST MOBILISATION ADVANCE. (To be executed on NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)
BANK GUARANTEE BOND (RE: MOBILISATION ADVANCE)

Ref: Bank Guarantee No. _____ Date: _____
To Kasturba Balika Vidyalaya.

Whereas vide a Contract Agreement dated _____ (Hereinafter called the said "Contract Agreement") you have awarded the **School Building**, for **School Building at Ishwar Nager, Delhi, Kasturba Balika Vidyalaya**. India, to M/S. _____, name of Managing Director MR. _____ registered under the Company act and having its registered office at _____, hereinafter called the said "Contractor", (which expression shall, where the context so admits, include the said M/S _____). Managing Director MR _____, their respective Boards of Directors, successors in office, successors in interest, administrators and assignees etc.), on the terms & conditions mentioned therein.

AND WHEREAS your owner has agreed to pay to the said Contractor a sum of Rs. _____ amount, (_____ amount in words) as Mobilization Advance being 10% of the contract sum, against bank guarantee which is to be recovered by the Owner from the Contractor's Bills on prorata from each running bill and whole recovery shall be complete when 100% of the total contract value is achieved.

The said Contractor has agreed to refund you the balance, unrecovered sum in the event of the said Contract Agreement being terminated or coming to an end for whatever reason.

NOW in consideration of the premises and at the request of the said Contractor, WE the undersigned _____bank name _____, having its office at _____bank address_____ do hereby absolutely irrevocably and unconditionally guarantee (as primary obligor and not merely as surety) that in the event of the said Contractor failing, neglecting or refusing for any reason whatsoever to refund and repay to your company, by banker's cheque / demand draft favouring "**Kasturba Balika Vidyalaya, Ishwar Nagar, Delhi**" and payable at Delhi, the said sum of Rs. _____amount_____ upon the termination of the said Contract Agreement or it coming to an end for whatever reason we shall pay to your company without any protest, objection or demur or raising any dispute or contention whatsoever the sum of Rs. _____ amount_____ or any amount to the extent of the said value. Such demand by your company shall be final and conclusive of the failure, neglect, default or refusal by or on the part of the said Contractor to refund and repay to your company, the said sum of Rs. _____amount_____ or any part thereof.

WE the guarantor expressly agree that our liability and obligations under this guarantee shall be continuing absolute unconditional and irrevocable irrespective of (i) any dispute or difference of whatsoever nature between the said Contractor and your Company under the said Contract Agreement or any claim or contentions of whatsoever nature of the said Contractor made under or in pursuance of the said Contract Agreement (ii) any invalidity, illegality, irregularity or unenforceability for any reason of the said Contract Agreement. (iii) any other circumstances and considerations which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor including without limitation, any failure, omission or delay in the enforcement by your Company of any of the obligations of the said Contractor under the said Contract Agreement.

Our liability as guarantor under this guarantee shall not be discharged, released, altered or otherwise affected in any manner by reason of any arrangement or compromise made between the said Contractor and your Company or by any time forbearance or other indulgence whether as to payment performance or otherwise given or agreed to be given by your Company to the said Contractor in respect of all or any of its obligations under the said Contract Agreement and WE (as primary obligor and not merely as surety) expressly waive indulgence of any kind whatsoever as well as any requirement that your Company exhaust any right or any

remedy to take any action against the said Contractor under the said Contract Agreement or otherwise and WE hereby expressly consent to any extension of the duration of this guarantee as requested by the said Contractor. Without prejudice to the generality of the foregoing WE hereby expressly and irrevocably waive all claims for waiver, release, surrender and compromise and all defenses of set off, counter claims, recoupment and reductions, limitations and impairments.

WE the guarantors hereby expressly agree that we hereunder shall not be discharged or released or altered or impaired or affected in any manner by any change in the constitution or structure of our Bank or by merger or amalgamation by our Bank with any other Bank, Company, Corporation or Body.

We hereby expressly agree that our liability hereunder shall not be discharged or released or altered or impaired in any manner by any change in the constitution structure or powers of the said Contractor or of your company.

We the guarantor absolutely irrevocably and unconditionally agree that (a) your company shall be entitled to enforce this guarantee without making any demand on or taking any action or proceedings against the said Contractor and (b) the guarantee herein contained shall be continuing guarantee and as such shall remain in full force, virtue and effect and shall be binding in accordance with its terms on us and enforceable against us.

Notwithstanding anything contained hereinbefore, WE thename and address of Bank, Chennai hereby irrevocably and unconditionally undertake to pay your company, by banker's cheque / demand draft favouring "**Kasturba Balika Vidyalaya, Ishwar Nager Delhi**" and

payable at Chennai, on First Demand without protest or demur or proof of condition any and all amount demanded by your Company in writing, with reference to the guarantee and that the liability of thename and address of Bank....., Chennai, under this guarantee is restricted to Rs.....amount..... (Rupees.....amount in words..... only). Our guarantee shall remain in force untildate..... Unless a claim in writing is presented to us during the validity period of this Guarantee, all your rights under this guarantee shall be forfeited and we shall be discharged of our liability hereunder. The liability under this guarantee shall be progressively reduced by the amount of repayment made by the Contractor, from time to time or recoveries towards mobilization advance affected from the Contractor's running account bills and certified by your company.

Notwithstanding anything contained herein:

1. Our liability under this Guarantee shall not exceed Rs. (Rupees only).
2. This Bank Guarantee shall be valid upto and
3. We are liable to pay the Guarantee Amount or any part thereof only if you serve upon us a written claim of demand on or before(validity date).....

IN WITNESS WHEREOF THE BANK HERETO HAS SIGNED THIS GUARANTEE ON THIS DAY OFMONTH... 2018, ATIN THE PRESENCE OF FOLLOWING WITNESS:

SIGNED AND DELIVERED BY the within named BANKname of bank.....

(.....) Authorized Signatory

Seal of the Bank

IN THE PRESENCE OF:

Witnesses:

1.

2.

APPROVED MAKES OF MATERIALS FOR CIVILWORKS**NOTE :**

1. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material or engaging any of the specialized agencies. The Contractor shall make a detailed submittal with catalogues and highlighted proposed specifications, as well as full details of the works executed by the specialized agency, as specified.
2. Wherever applicable, the Engineer-in-charge may approve any material equivalent to that specified in the tender subject to proof being offered by the Contractor for equivalence to his satisfaction.
3. Unless otherwise specified, the brand / make of the material as specified in the item nomenclature, in the particular specifications and in the list of approved materials attached in the tender, shall be used in the work.

In case of non-availability of the brand specified in the contract the Contractor shall be allowed to use alternate equivalent brand of the material subject to submission of documentary evidence of non - availability of the specified brand. The necessary cost adjustments on account of above change shall be made for the material.

A. MATERIALS: (PROPOSED FOR PROJECT)**A. CIVIL WORKS.**

- | | |
|-------------------------------------|---|
| 1. a) BRICKS | FIRST CLASS, 75 CLASS DESIGNATION |
| b) COARSE SAND | FOR R.C.C., BADARPUR SAND, COARSE SAND OF FINENESS MODULE 2.5 |
| c) AGGREGATE | QUARTERZITE FROM QUARRY |
| 2. DOOR /WINDOW FRAMES | MALAYSIAN SAL - KILN SEASONED. SECOND CLASS TEAK, SAGWAN. |
| 3. WINDOW SHUTTERS | GHANA TEAK - KILN SEASONED. EVERY COST |
| 4. a) TOUGHENING OF GLASS | MODIFLOAT, HNG , GOLD PLUS, ASAHI |
| b) GLASS (FLOAT) | MODI GUARD, ASHI, |
| 5. HARDWARE | |
| a) ALUMINIUM HARDWARE | CLASSIC, ALANS ,HEERA, HETTIC, HEFEL |
| b) STEEL BUTT HINGES | JOLLY - Oxidized Heavy Duty , HEERA |
| c) MORTICE LOCK | GODREJ ,DOORSET, AROMA, |
| 6. STEEL - SECTION | Standard Specifications as per ISI |
| SYNTHETIC ENAMEL(GLOSSY AND SOFTEN) | ASIAN, BURGER, NEROLAC |
| 7. ANGLES, CHANNELS, GIRDERS | STANDARD, STANDARD WT. ROLLED SECTION WITH ISI MARK. |
| 8. GLAZED CERAMIC TILES | SOMANY, ORIENT, ASIAN, JONSON, |
| (FIRST QUALITY) | or Equivalent. |
| 9. VITRIFIED TILES (FIRST QUALITY) | JOHNSON, SOMANY, KAJARIA, ORIENT |
| | or Equivalent. |
| 10. WATER PROOF CEMENT PAINT | SUPER SNOWCEM, NITCO CEM, SNOWCEM INDIA, |
| 11. PAINTS & PRIMERS | ICI, NEROLAC, DULUX , SNOCEM INDIA, ASIAN etc. |
| 12. TEXTURED RENDERING | SPECTRUM, HERITAGE. |
| 13. WALL PUTTY | JK, BIRLA |

14. CEMENT BASED LIQUID
WATERPROOFING COMPOUND

15. FLUSH DOOR SHUTTERS

16. CHEMICAL WATER PROOFING

17. CEMENT

18. WHITE CEMENT

19. REINFORCEMENT STEEL

CICO, ACCOPROOF, SIKKA , PIDILITE, FOSROC

1. JWALA - HARYANA PLYWOOD

2. ALPRO – RAMA WOOD

3. MASTER - TIRUPATI PLYWOOD

4. AC NARENDRA

OR EQUIVALENT OR SITE INCHARGE APPROVAL

PROFEEL XL, TAPECRETE , Dr FIXIT

NUVOCCO, ULTRATEC, ACC,

J.K, BIRLA

SAIL, JSW, SEL STEEL, TATA.

B. SEWERAGE, INTERNAL PLUMBING, WATER SUPPLY AND STORM WATER DRAINAGE WORKS.

1. FERRULE

2. WATER METER

3. C. I. SLUICE VALVE

4. CPVC pipes & fittings

5. UPVC pipes & fittings

6. G.I PIPES

7. G.I. PIPE FITTINGS

8. FOOTVALVES, CHECK VALVES
GATE VALVES, GLOBE VALVES

9. BALL COCKS

10. C.P. FITTING

11. VITROUS CHINAWARE

12. PVC CISTEN

15. MIRRORS

17. DEEP SEAT FLOOR TRAPS

18. C.I. PIPE & FITTINGS

20. DWC.PIPES, S.W.PIPES

21. CEMENT CONCRETE PIPES

22. WATERPROOFING COMPOUND

23. PVC

C. ELECTRICAL WORKS.

1. WIRES - ALUMINIUM
(1100/660 v Grade)

- COPPER

2. CABLES - ALUMINIUM
(1100 V Grade)

3. MAIN SWITCH

4. a) DISTRIBUTION BOARD
(with rewritable fuse)

b) DISTRIBUTION BOARD
(with MCB & ELCB)

5 MCBs & RCCBs

6. SWITCHES & SOCKETS - PIANO TYPE

HINDKO JCSWR, IVC

REMCO CAPSTAN

KIRLOSKAR GLENFIELD, PRAYAG

PEARL, ASHIRWD, SUPRIME, PRINCE, ASTRAL, BIRLA

PEARL, SUPRIME, PRINCE, TRUPATI, ASTRAL, BIRLA

JINDAL - Hissar , MAHALAXMI PIPE,

UNIK

LEADER, KIRLOSKAR, IVC, ZOLOTO

SRS, HINKO, ZOLOTO, PRAYAG, SUPREME

KINGSTONE, GEM, AJAY, PEARL, MAYUR or Equivalent.

HINDWARE, PARRYWARE, CERA, PEARL.

PARRYWARE, COMMANDER, PEARL.

MODIFLOAT, ATUL.

ISP. SUPRIME, PRINCE, KISHAN

R.I.F., B.C., S.K.F. ISI MAKE.

SUPRIME, PRINCE, TRUPATI, SUPREME

INDIAN HUME PIPE CO., PREMIER

IMPERMO (2% by wt. of cement),

CICO (3% by wt. of cement) PIDILITE,

SUPREME, PRINCE, KISSAN

NICCO, CCI, HENLAY, NATIONAL,

GLOSTER, GRANDLAY, KALINGA , HAVELLS.

BATRA HENLAY, GRANDLAY, NATIONAL,

PLAZA, KALINGA, HAVELLS, POLYCAB.REI

NICCO, HENLAY, DELTON,

GRANDLAY, CCI, GLOSTER, RR CABLES, HAVELS.

CROMPTON, GEC, HAVEL, MDS.

KENBER, ZETA, CROMPTON, KEW,

BOSMA, SENTINAL, STANDARD.

ENGLIH ELECTRIC, HAVEL, ABB, L & T

MDS, STANDARD,

ENGLISH ELECTRIC, MDS, HAVEL, STANDARD.

ANCHOR, RECOLD, STANDARD, RAVIT

(5 Amps. & 15 Amps).	SSK, HAVELS
7. CEILING ROSES	ANCHOR, SSK, STANDARD, HAVEL.
8. FLOUROSCENT TUBE & STARTER	PHILIPS, GE, CROMPTON.
9. CLF LAMPS	PHILIPS, GE, HAVEL, CROMPTON.
10. PVC CONDUITS & OTHER	FIRST QUALITY PVC shall be heavy duty and shall conform to IS 9537/81 specifications
	ALLWIN, AKG, PLAZA, POLYPACK.
11. METAL CLAD BOXES	MDS, HAVEL, STANDARD, GE.
12. SHEETS FOR BOXES	4MM HYLEM OR FORMICA.
13. SCREW	ALL THE SCREWS THAT SHALL BE SEEN DIRECTLY SHALL BE OF BRASS/CHROMIUM
PLATED BRASS SCREWS.	
14. BRASS CLIPS	TINNED BRASS CLIPS OF 30GAUGE.
15. SWITCH GEAR & SWITCH FUSE UNIT	SIMENS, L&T, GENLEC, GEC.
16. INSTRUMENTS	HAVELL, IMP. AE.
17. INDICATING LIGHTS	VAISHNAV. KAYCEE, CONCORD.
18. CABLE TRML. BLOCK	ESSEN, ELMAX.
19. THIMBLE/STUDS	DOWELL.
20. CAPACITORS	ASIAN, CROMPTON, SHREEM.
21. CONTRACTOR RELAYS TIMER	
PUSH BUTTONS	L & T, GEC,
22. CHANGEOVE SWITCH/ISOLATOR	HPL, HH ELCON.
23. G.I. PIPE	JINDAL, PRAKASH, SURYA.

KASTURBA BALIKA VIDYALAYA SR SEC SCHOOL						
School Building Estimate for Painting, Sunshade Repairing & New Drain						
S.No.	Descreption	Units	area	Rate	Amount	Remark
1	School Building Paint Internal & External					
a	INTERIOR FINISHING Distempering with 1st quality acrylic distember (Ready mix) having VOC content less than 50 grams/litre of approved brand and manufacture to give an even shade : Old work (one or more coats)	Sqm	8449.84		-	
b	EXTERIOR FINISHING Finishing walls with Acrylic Smooth exterior paint of required shade : Old work (Two or more coat applied @ 1.67 ltr/ 10 sqm) on existing cement paint surface as per site engineer/incharge.	Sqm	3000.89		-	
c	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work	Sqm	1634.13		-	
d	EXTERIOR FINISHING Finishing Boundary walls with Acrylic Smooth exterior paint of required shade : Old work (Two or more coat applied @ 1.67 ltr/ 10 sqm) on existing cement paint surface	Sqm	4745.26		-	
	All work Complete Repairing, folding etc no extra pay					
	Total				-	
2	61 Rmt Drainage Hostel side					
1	Excavating trenches of required width for pipes, Required Close Existing Drain as per incharge order/Requirement					
a	Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia	RMT	61.00		-	
b	1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 graded stone aggregate 40 mm nominal size derived from natural sources)	Cum	4.79		-	
c	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete :					
d	250 mm dia. R.C.C. Pipe	Rmt	61.00		-	

e	Providing and laying cement concrete 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) all-round RCC pipes including bed concrete as per standard design :	RMT	1.83		-	
f	Constructing brick masonry manhole in cement mortar 1:4 (1 cement : 4 coarse sand) with R.C.C. top slab with 1:1.5:3 mix (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix (1 cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design :					
g	Inside size 90x80 cm and 45 cm deep including C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover and frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg) :					
h	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	Each	4.00		-	
Total					-	
3	76 Rmt Drainage Back Side class room					
1	Excavating trenches of required width for pipes, Required Close Existing Drain as per incharge order/Requirement					
a	Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia	RMT	76.00		-	
b	1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 graded stone aggregate 40 mm nominal size derived from natural sources)	Cum	2.28		-	
c	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete :					
d	250 mm dia. R.C.C. Pipe	Rmt	76.00		-	

e	Providing and laying cement concrete 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) all-round RCC pipes including bed concrete as per standard design :	RMT	5.97		-	
f	Constructing brick masonry manhole in cement mortar 1:4 (1 cement : 4 coarse sand) with R.C.C. top slab with 1:1.5:3 mix (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix (1 cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design :					
g	Inside size 90x80 cm and 45 cm deep including C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover and frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg) :					
h	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	Each	5.00		-	
Total					-	
4	115 Rmt Drainage Class Room Back Side, Near Boundary Wall Open Drain					
	Cleaning of surface drain including disposal of mud,sludge through trolley or other arrangements to a specified place (in no case it shall be kept on drain banks) within a lead of 1KM complete with all tools and tackles as per instruction of engineer –in charge upto 600mm wide	Sqm	34.50		-	
	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :					
	Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	7.94		-	
	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all					

	complete above plinth level					
	Thermo-Mechanically Treated bars of grade Fe-500D or more.	kg	394.68		-	
	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement.					
	Concrete of M25 grade with minimum cement content of 330 kg /cum	Cum	8.63		-	
	CEMENT PLASTER (IN FINE SAND)					
	12 mm cement plaster of mix :					
	1:6 (1 cement: 6 fine sand)	Sqm	69.00		-	
f	Constructing brick masonry manhole in cement mortar 1:4 (1 cement : 4 coarse sand) with R.C.C. top slab with 1:1.5:3 mix (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix (1 cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with					

	floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design :					
g	Inside size 90x80 cm and 45 cm deep including C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover and frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg) :					
h	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	Each	7.00		-	
	Total				-	
5	205 Rmt Drainge front of school building (250mm Dia RCC pipe with manhole) connection with existing drain					
	Excavating trenches of required width for pipes,					
a	Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia	RMT	205.00		-	
b	1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 graded stone aggregate 40 mm nominal size derived from natural sources)	Cum	4.61		-	
c	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete :					
d	250 mm dia. R.C.C. Pipe	Rmt	205.00		-	
e	Providing and laying cement concrete 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) all-round RCC pipes including bed concrete as per standard design :	RMT	12.07		-	

f	Constructing brick masonry manhole in cement mortar 1:4 (1 cement : 4 coarse sand) with R.C.C. top slab with 1:1.5:3 mix (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix (1 cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design :					
g	Inside size 90x80 cm and 45 cm deep including C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover and frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg) :					
h	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	Each	10.00		-	
Total					-	
6	Existing Projection Dismantle & Recasting & Repair Damage projection & Column As per incharge / Required					
a	Demolishing R.C.C. work by mechanical means and stockpiling at designated locations and disposal of dismantled materials up to a lead of 1 kilometre, stacking serviceable and unserviceable material separately including cutting reinforcement bars.	Cum	12.00		-	
b	Centering and shuttering including strutting, propping etc. and removal of form for					
c	Weather shade, Chajjas, corbels etc., including edges	Sqm	79.00		-	
d	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.					
e	Thermo-Mechanically Treated bars of grade Fe-500D or more.	KG	1225.00		-	
f	Reabring 12 mm Dia Steel with Hilti Re-500	Nos	910.00		-	
g	Providing and laying in position ready mixed or site batched design mix cement concrete					

	for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement.					
h	Concrete of M25 grade with minimum cement content of 330 kg /cum	Cum	12.42		-	
	Total				-	
	Scaffolding					
7	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineerin-charge .The elevational area of the scaffolding shall be measured	sqm	352.80		-	

	for payment purpose .The payment will be made once irrespective of duration of scaffolding. Note: - This item to be used for maintenance work judicially, necessary deduction for scaffolding in the existing item to be done.					
	Total				-	
	Repairing					
8	Repair of Existing Auditorium hall, Remove plaster in existing building, providing New plaster in Wall area, Repairing rcc slab ceiling with Guniting Concrete(Chipping & cleaning existing slab apply rust converter to all bars), Remove existing Electricals Fitting like conduit, moduler box, moduler switch plates					
	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	Sqm	187.20		-	
	CEMENT PLASTER (IN FINE SAND)					
	12 mm cement plaster of mix :					
	1:6 (1 cement: 6 fine sand)	Sqm	187.20		-	
	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	Sqm	335.20		-	
	Percentage of Internal electric Installation 8% With common building As per PAR-23023	%			-	
	Total				-	
	Fixing 3 track Aluminium sliding window With mosquito					

9	Providing & Fixing Aluminium sliding window with complete work, including removing existing window and shifting ground lvl as per incharge. (Size of window 6'-0"x4'-6") 60 Nos. & Auditorium hall	Sqm	150.98		-	
	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :					
	Of area 3 sq. metres and below	Each	60.00		-	
	Total				-	
	Replace & Repair Existing window					
10	Repairing Existing Ventilator with replace required items, including removing existing materials shift in ground lvl as per incharge. (size of ventilator 6'-0"x2'-0") 60 Nos. & Auditorium hall (Qty 50%) Complete all work including dismantling, fixing, painting, glasswork etc.	Sqm	68.44		-	
	Total				-	
11	Fire Fighting works	LS	1.00		-	
	Total				-	
12	FLOORING WORK					
a)	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab, including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 coarse sand) :	Sqm	201.26		-	
b)	Kota stone slabs 20 mm thick in risers of steps, skirting, dado and pillars laid on 12 mm (average) thick cement mortar 1:3 (1 cement: 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slabs, including rubbing and polishing complete.	Rmt	131.25		-	
	Total				-	
13	Boundary wall 37 meter long & 2.4 Mtr high, Okhla station side					

	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.					
	In cement mortar	Cum	20.42		-	
	1:3:6 (1 cement : 3 manufactured sand derived from Recycled concrete Aggregate (RCA) : 6 graded stone aggregate 20 mm nominal size Recycled Aggregate (RA)) (uses Fixing of Angle iron post & 100mm concrete top of boundary wall)	Cum	1.09		-	
	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :					
	Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	19.57		-	
	CEMENT PLASTER (IN FINE SAND)					
	12 mm cement plaster of mix :					
	1:6 (1 cement: 6 fine sand)	Sqm	177.60		-	
	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	Sqm	177.60		-	
	Supplying at site Angle iron post & strut of required size including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes upto 10 mm dia. etc. complete.(Y shape Angle 45x45x6)	KG	40.00		-	
	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 metre openable length (total length 90 m), having 50 nos rounds per 6 metre length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape(R.B.T.) / Spring core (2.5mm thick) wire of high tensile	R. Mtr.	37.00		-	

	strength of 165 kg/ sq.mm with tape (0.52 mm thick) and weight 43.478 gm/ metre (cost of M.S. angle, C.C. blocks shall be paid separately)					
	Total				-	
14	Boundary wall 32 meter long & 2.5 Mtr high & Toilet 32 x 1.75 Toilet, Okhla Station Side 7nos Toilets & Bathrooms.					
	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.					
	In cement mortar	Cum	35.33		-	
	1:3:6 (1 cement : 3 manufactured sand derived from Recycled concrete Aggregate (RCA) : 6 graded stone aggregate 20 mm nominal size Recycled Aggregate (RA)) (uses Fixing of Angle iron post)	Cum	0.24		-	
	Centering and shuttering including strutting, propping etc. and removal of form for					
	Suspended floors, roofs, landings, balconies and access platform	Sqm	80.00		-	
	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level					
	Thermo-Mechanically Treated bars of grade Fe-500D or more.	kg	612.64		-	

Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland / Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement.					
Concrete of M25 grade with minimum cement content of 330 kg /cum	Cum	9.20		-	
Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :					
Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	35.33		-	
CEMENT PLASTER (IN FINE SAND)					
12 mm cement plaster of mix :					
1:6 (1 cement: 6 fine sand)	Sqm	307.20		-	
Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	Sqm	307.20		-	
Supplying at site Angle iron post & strut of required size including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes upto 10 mm dia.	KG	40.00		-	

	etc. complete.(Y shape Angle 45x45x6)					
	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 metre openable length (total length 90 m), having 50 nos rounds per 6 metre length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape(R.B.T.) / Spring core (2.5mm thick) wire of high tensile strength of 165 kg/ sq.mm with tape (0.52 mm thick) and weight 43.478 gm/ metre (cost of M.S. angle, C.C. blocks shall be paid separately)	R. Mtr.	32.00		-	
	Percentage of Internal water supply & Sanitary Installation 8% With common toilet	%			-	
	Percentage of Internal electric Installation 8% With common building	%			-	
	Total				-	
	Say				-	

Project work schedule					
S.No	Description	Item Nos.	Activities	Time period (3 Month)	Remark
1	Work Stage-1	6	School Building Projection Dismantle & Recasting		
		7	Scaffolding.		
		8	Auditorium Repairing.		
		10	Replace & Repair Ventilator		
		12	Kota Flooring		
2	Work Stage-2	5	Drain Front site School		
		11	Fire Work		
		13	Boundary wall 37 Rmt.		
		14	Boundary Wall with Toilet 32 Rmt		
3	Work Stage-3	1	Painting School		
		9	Aluminium Sliding Window		
4	Work Stage-4	2	61 rmt drain		
		3	76 rmt drain		
		4	115 rmt drain		