



**TENDER DOCUMENT**

**Name of Work : The construction work for Extension of Staff qtr, A-1, NABARD Officers Colony, Bhopal**

**Part 1. Technical Bid**

**Pre-bid meeting : 11:00 AM on 21.06.2018**

**Last date for submission of Sealed Tender: 15.00 Hrs. (IST) on 26.06.2018**

**Opening of Technical Bids : 16.00 Hrs. (IST) on 26.06.2018**

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD)  
MADHYA PRADESH REGIONAL OFFICE,  
E-5, ARERA COLONY BHOPAL  
PHONE:- 0755-2433323, 2433321  
E-MAIL ID:- bhopal@nabard.org, Web Site:- www.nabard.org**

## **PRE-QUALIFICATION CRITERIA**

1. The Tenderer should have at least 07 years experience of similar nature of works related to New Construction of residential/ commercial buildings, including civil, plumbing, sanitary and Electrical work.
2. The Contractors who are registered with any Govt. /Semi-Govt. /Govt. Undertakings / Autonomous bodies / Private Sector / Housing Societies etc. and having experience of executing above types of works under a single contract may apply with detailed certificates / credentials to the Chief General Manager, NABARD, MP Regional office, E-5, Arera Colony Bhopal . The prescribed form can be downloaded from web-site [www.nabard.org](http://www.nabard.org).
3. The contractors who fulfill the following criteria are eligible to tender :
  - Should have carried out minimum 1 similar work during last 7 years (ending 31.03.2018) with work order value not less than Rs. 15.20 lakhs.
  - OR
  - Should have carried out minimum 2 similar works during last 5 years (ending 31.03.2018) with work order value (individually) not less than Rs. 9.5 lakhs each.
  - OR
  - Should have carried out minimum 3 similar works during last 5 years (ending 31.03.2018) with work order value (individually) not less than Rs. 7.6 lakhs each.
4. The tenderers should have average Annual Turn Over of Rs. 06.00 lakhs during the each of the last three years ending 31 March 2018 supported with copies of audited balance sheets or a registered Chartered Accountant certified statement of accounts.
5. The tenderer should have GST registrations, PAN
6. Tenderers should have a current / savings bank account with a scheduled commercial bank.
7. NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.
8. Intending applicants are required to furnish details about their firm/organization, experience, competence etc as per the Performa listed below.
9. While deciding upon the selection of Tenderers, emphasis will be given on the ability and competence to do good quality work in accordance with the specifications and within the time schedule as per performance reports given by the previous employers. NABARD may undertake site visit to cross verify the credentials of the contractor so as to ascertain credibility to do the similar nature of work.

The firm should have proper infrastructure to execute the said work at Bhopal.
10. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
11. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.
12. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies. Any agency blacklisted /debarred by NABARD will be ineligible to participate in the future tendering process.

**NOTICE INVITING TENDER**

M/S\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

**Tender for the construction work for Extension of Staff qtr, A-1, NABARD Officers Colony, Bhopal**

- 1.National Bank for Agriculture and Rural Development invites you to tender for the aforesaid work. National Bank for Agriculture and Rural Development intends to undertake the captioned work. You are requested to submit your offer in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document.
  - 2.Tender documents consisting of Pro-forma of detailed plans, technical specification, schedule of quantities of the various classes of work to be done, is attached with this letter.
  - 3.Sealed offers **in two separate sealed Envelopes indicating clearly 'Envelope No.1 – Technical bid' and 'Envelope No.2 – Financial/Price bid'**, should be addressed by name to The Chief General Manager, NABARD, MP Regional Office, Bhopal. and superscribed **“Tender for the construction work for Extension of Staff qtr, A-1, NABARD Officers Colony, Bhopal”**. The tender should be submitted not later than 15.00 hrs. on the 26.06.2018.
- 4.Envelope No.1 shall contain;**
- a.Volume - 1 of tender with every page signed and stamped.
  - b.Bar Chart indicating the program for the execution of the work.
  - c. An Earnest money deposit amount of Rs. 40,000/- ( Rupees Forty Thousand only) towards Earnest Money Deposit (EMD) of by way of a **Demand Draft from Nationalized Bank/ Scheduled Bank payable at Bhopal in favour of ‘NABARD’**. No interest is allowed on the EMD. The tender without EMD shall be rejected rightly.
  - d. Power of attorney authorizing the person to sign the tender.

**5.Envelope No.2 shall contain:**

- a. Financial / Price Bid and addressed by name to Chief General Manager, NABARD, MP Regional office Bhopal.

- b. Envelope No.2 shall not contain any conditions whatsoever and any conditional bids shall be rejected.
6. Envelope No.1 will be opened on the last day of submission of tender at 16.00 hrs. in the presence of bidders' representatives, should they choose to be present.
  - a. After opening of the enveloped No- 1 and assess the condition stipulated by bidders, if any, NABARD may, it so deters, inform all the tenderers about any modification in the tender condition, Tenderer who agree to the claimed condition along with the original in Toto will be allowed to make modification if they wish so in their tender price is means of a letter to be submitted in the selected cover. Which also with their price by means of a letter to be submitted in the sealed cover, which along with the price Bid will form the Final Price BID. A tender will be rejected if any tenderer proposes any deviations from above.
  - b. Opening of financial/price Bid envelope/s shall be done at a later date which shall be intimated after scrutiny of the documents submitted by tenderers. Envelope No.2 will be opened on some suitable date, which will be communicated later on.
  - c. Financial/price Bid envelopes shall be opened only in respect of those tenderers who have complied with the requirements as laid down in Pre- Qualification criteria.
  - d. If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.
  - e. The contractors are advised to attend the **Pre-bid meeting at 11:00 am on 21.06.2018.** Any additional drawings and designs, if required, will be given by the architect during the meeting. All the clarifications will be part of the Tender and will be uploaded on the website subsequently.
7. Before filling up the tenders, the bidders may note the following:
  - a. The bids shall remain valid and open for acceptance for 3 months from the date of opening of Envelope No. 1. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.
  - b. Time of Completion: Time of completion shall be 75 days, Time is the essence of the contract. The Contractor shall be allowed to execute the work after working hours, nights & on holidays, with the prior permission from NABARD. No extra payments will be made for the work being done during the odd hours. **Date of commencement shall be either one- week from the date of issue of work order to the contractor or day on which the contractor will take possession of site whichever is earlier.** The work shall be completed in 75 Days from the date of commencement. The successful Contractor will have to give bar/activity chart of various activities of works to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 05 days from the date of acceptance of the tender.

- c. Liquidated damages for delay in completion of the works will be levied at 1.0% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
- d. The contractors should quote the rate in figures as well as in the words. The rate for each item should be worked out and the requisite total amount shall be calculated accordingly. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates, figures and words. However, if a discrepancy is found the rates, which correspond to the total amount worked out by the contractor shall be taken as correct. In case, the rate assessed does not work out by the amount of an item or it does not correspond with the rate written either in figure or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rates quoted by the contractor will be taken as correct and not the amount.
- e. The tender document must be filled in English and all the entries must be made by the hand Written or neatly typed. If any of the documents are missing or unsigned in financial/ price bid, the tender shall be considered invalid. In case of technical bid, the details of incomplete or missing documents will be intimated to contractors verbally/writing and the contractor has to submit all those documents within 2 days after opening of the technical bid, otherwise the tender will be rejected.
- f. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
- g. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- h. All taxes except GST, in respect of this contract shall be payable by contractor and the Bank will not entertain any claim whatsoever in this respect over the quoted price. **However GST Shall be payable on the final Bill Amount as per actuals.**
- i. The tenderer, apart from being a competent contractor must co-ordinate himself with the agencies of appropriate class who are eligible to tender for (I) Electrical and II) the aforesaid architect.
- J The tenderer should visit the site to ascertain the working conditions and local authority regulations / restrictions if any and other information required for the proper execution of the work.
- k. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. Bank reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment / before. Contractor will be paid for the actual work done at the site duly verified by the architect and concerned official of the bank.
- l. If the rate quoted by the contractor for any item / items are not workable or abnormally lower than the market rate, the full and final payment of the contractor will be settled after the satisfactory execution of these items.
- m. NABARD does not bind itself to accept the lowest or any tender at all. NABARD also reserves the right to negotiate or partly accept any tender or reject all tenders received without assigning any reasons thereof.

- n. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to the Chief General Manager, Department of Premises Security and Procurement, NABARD who will review the questions and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the last date of submission of the tender.
- o. NABARD also reserves the right to divide and distribute the work to more than one Tenderer at its sole discretion.
- p. The successful bidder shall execute an agreement on non-judicial stamp paper with NABARD in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.

Yours Faithfully

**(Dr D S Chauhan)**  
**Deputy General Manager,**  
**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, (NABARD)**  
**MADHYA PRADESH REGIONAL OFFICE**  
**BHOPAL.**

## **FORM OF TENDER**

Date :

The Chief General Manager  
Department of Premises Security and Procurement  
National Bank for Agriculture and Rural Development  
MP Regional office,  
Bhopal – 462016

Dear Sir,

**Tender for the construction work for Extension of Staff qtr, A-1, NABARD Officers Colony, Bhopal**

I / We the undersigned have carefully gone through and clearly understood, after visiting the site, the tender drawings and tender documents comprising of the tender form, Notice of Tender, General terms and conditions of tender, Special Conditions, Specifications and Schedule of Quantities.

I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the financial/ price Bid and in accordance in all respects of the tender and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

I / we do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted.

In the event of this Tender being accepted I / we agree to enter into an agreement as and when required and executed the contract according to your form of Agreement, in default whereof, I / we do hereby bind my-self / ourselves to forfeit the aforesaid deposit.

I / we further agree to complete the work included in the said schedule of quantities within 4 months from the date of commencement. Date of commencement shall be either one-week, from the date, the acceptance letter is issued to the contractor or day on which the contractor is instructed to take possession of site whichever is later.

I / we agree to employ only those sub-contractors; approved by Architects / Employer. I/we agree to provide the list of all the sub-contractors in the beginning or at least one week prior to commencement of the work by the said sub-contractor. In case of non-compliance, I/ we authorize architect/ bank engineer to stop the work at site.

I / We agree to pay Government, GST, insurance and all other taxes including works Contract extra, turnover tax, etc as prevailing from time to time, and the rates quoted by me / us are inclusive of the same.

MEMORANDUM

a) Description of work

Tender for the construction work for Extension of Staff qtr, A-1, NABARD Officers Colony, Bhopal

b) Earnest Money Deposit

: The EMD will be 2% of the quoted price  
To be paid as Rs 40,000/- (Rupees  
Forty Thousand only) as an initial  
amount towards Earnest Money Deposit of by way of  
a of Demand Draft from Nationalised Bank/  
Scheduled Bank payable at Bhopal in favour of  
'NABARD' to be submitted along with the  
'Technical Bid'. The Tender without initial amount of  
EMD shall be rejected out rightly. No interest is  
Allowed on the EMD/RMD.

c) Time allowed for completion

: 75 Days  
from the date of issue work order to the contractor or  
day on which the contractor will take possession of  
site whichever is earlier.

d) Retention Money Deposit  
(RMD)

: 5% from every R.A. Bill.

We understand that the time for completion shown above shall be reckoned from the date of commencement of the work.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions or the said Conditions of the tender annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

Our Banker's are :

i)

ii)



The names of partners of our firm are :

i)

ii)

iii)

Name of the partner of the firm Authorized to sign:

OR

Name or person having Power of Attorney to sign the contract (certified copy of the Power of Attorney should be attached):

Yours faithfully,

Signature of Tenderer

## ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “the Employer”) and having Head office at C-24, A Block, Bandra Kurla Complex, Bandra (E) Mumbai-400051 and its Regional office at E-5 Arera Colony Bittan Market Bhopal of the one part and \_\_\_\_\_ (hereinafter called “the Tenderer”) and having its registered office at .....

of the other part.

WHEREAS the Employer is desirous of getting executed “**Tender for the construction work for Extension of Staff qtr, A-1, NABARD Officers Colony, Bhopal**” and has caused financial/price Bids showing and describing the work to be done to be prepared by or under the direction of the Employer.

AND WHEREAS the said technical specifications and the financial/price Bid have been signed by parties hereto.

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting to the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOW’S :-

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is an item rate contract for the complete work to be paid for according to actual measured quantities carried out at site and for achieving the desired performance at the rate contained in the Schedule of Rates and probable quantity or as provided in the said conditions.
6. The Tenderer shall afford every reasonable facility for carrying out of all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.

7.The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.

8.Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within the time period prescribed in the tender reckoned from the date of commencement of the work subject nevertheless to the provision for extension of time.

9.All payments by the Employer under this contract will be made only at Bhopal

10.All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhopal and only Courts in Bhopal shall have the jurisdiction to determine the same to the exclusion of all other courts.

11.That the several parts of this contract have been read by the tenderer and fully understood by the tenderer.

IN WITNESS WHEREOF, the Employer has set its hands to these presents through its duly authorized officials and the Tenderer has caused its common seal to be affixed hereunto the day and year first herein above written. (If the Tenderer is a company).

Signature Clause

SIGNED AND DELIVERED by the  
National Bank for Agriculture and  
Rural Development by the hand of  
Shri

(Name & Designation)

In the presence of:

Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address

SIGNED & DELIVERED by

(Authorised person of bidder)  
If the bidder is a partnership firm or an an individual  
should be signed by all or on behalf of all the partners.  
in the presence of :  
The COMMON SEAL OF:  
was hereunto affixed pursuant to the resolutions  
passed by its Board of Directors at the meeting  
held on:

If the bidder signs under Presents Common seal, the  
signature clause should tally with the sealing clause in the  
Articles  
of Association

SIGNED AND DELIVERED by the Bidder If  
the bidder is signing by the  
by the hand of Shri.....  
Or authorised by Power of Attorney, Whether a  
company or an Individual.

Duly Constituted Attorney.

**Witness #1**

Signature:

Name:

Address

**Witness #2**

Signature:

Name:

Address

## **PART - I**

### **BASIC INFORMATION**

#### **Sl. Particulars**

#### **Information**

- 1 Name of the organization
- 2 Type of Organisation- Whether Proprietorship, Partnership
- 3 Name of the Proprietor/Partners/Directors in the organisation  
(a)
- 4 Details of Registration (Firm, Company etc.)  
Registering Authority, Date, Number etc.
- 5 Experience in the respective field of work  
-Years
- 6 Name and address of the Bank/Bankers.
- 7 Yearly turnover of the organization for the last 3 years ending 31<sup>st</sup> March 2018  
(Please, enclose copy of Audited Final Accounts in support.  
Year 2017-18  
Year 2016-17  
Year 2015-16
- 8a) Registered Office address and Telephone number
- b) Office address through which the work will be handled in Bhopal
- \*Details of factory and its location, machinery, technical personnel to be employed to be attached in separate sheet.(If any)
- 9 Whether working with any of the Govt./Semi Govt. Undertaking/s as approved contractors and if so, furnish details in Part II.
- 10 Whether any technical personnel are employed in the organization and if so, give details of their experience, qualification etc. Part III

11 Indicate If involved in any litigation, arbitration or any civil suits pending in any of the works executed during last 3 years/being executed. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and date and brief details of litigation. Attach a separate sheet if required.

12 Kindly mention if your firm/agency/company is blacklisted/ debarred by NABARD mention the relevant details

Signature of the  
applicant  
(with seal )



**(b) LIST OF IMPORTANT WORKS IN HAND**

(Costing as mentioned in the eligibility criteria)

Sl. No.	Name of the work & location	Nature of work involved in the contract (e.g. residential, offices, industrial etc.)	Name & address of the owner & architect.	The name & full address of the officer under whom the work was carried out. Also indicate whether Govt. or semi Govt. or Govt. of India undertaking.	Contract Amount	Completion period stipulated	Completion period actual	Whether the work was left incomplete or contract was terminated from either side. Give full details.	Any other relevant information including reason, if any, for delay in completion of work.
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(1) (2) (3) (4) (5) (6) (7) (8) (9) (10)

**SIGNATURE OF THE APPLICANT  
(WITH SEAL)**

\* Attach a separate sheet, if required.



**PART-III**

**List of technical personnel, Giving Details About their Technical Qualifications, Experience, etc.**

Sl. No	Name	Age	Qualifications	Experience	Nature of works handled	Name of the projects handled costing more than Rs7.60 lakhs	Date from which employed in your organization	Any other remark
1	2	3	4	5	6	7	8	9

**Signature of the applicant**

**Seal**

**\* Attach a separate sheet, if required.**

## **GENERAL INSTRUCTIONS**

### **1.PROCEDURE OF FILLING AND SUBMISSION OF TENDER**

- i) The tenderers should quote their rates in figures and words where the quantities have been indicated in the relevant items of the schedule of quantities, failures to do so may invalidate the tender. Erasing or over writing shall not be allowed. Corrections in the tender should be avoided if this becomes unavoidable, the entire rate (and not a portion only) shall be scored out and signed (not simply initialed) by the tenderer as token of such cancellation. A fresh rate in specified manner shall then be correctly written.
- ii) In the event of the tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so, and if called for, the legal documents in support thereof must be produced for inspection and the same in the case of the firm carried out by one member of a joint family.
- iii) All corrections are to be initialed.
- iv) The tenderer is to quote this rate in ink/type both in words and figures in English. The tender shall be clearly and legibly written and whole writing must be by the hand of the person signing the tender and with the same pen and ink/type.
- v) The employer reserves to itself the right to accept the lowest or split up and distribute any items of work to any specialist firm or firms without assigning any reason. The employer reserves the right to split up and distribute the work to more than one tenderer, if necessary. Signature/initial with company seal on each page will be deemed to be the acceptance of the contents of this tender paper by the tenderer.
- vi) Tenderer shall note that their tenders shall remain open for acceptance for a minimum period of **three months** from the date of opening the technical bid. The tender must be unconditional. Conditional tenders may be summarily rejected.

### **2.RATES TO INCLUDE:**

While quoting their rates the tenderer should include the following also if otherwise not stated herein before.

- a) Necessary cost of taking samples of materials supplied by them for construction including cement and steel, wood/tiles etc., testing of the same at Govt.'s / approved laboratory including transportation, cost of the samples, as and when required.
- b) Submission of test reports of other materials as may be specified by Architects or Bank's Engineer.
- c) Rates should include all prevailing Taxes (like services tax, VAT, work contract tax, income tax, etc) Duties, Octroi, Levies, Wages as per Act, etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.

- d)Electricity and water will be provided by NABARD free of cost.
- e)The basic rate of the item means prevailing market rate including VAT
- f)The quoted rate shall include the cost of all minor/sundry items to make it functional.

### **3.WORKING HOURS:**

Since the site is located in a residential colony, the Contractor has to execute the work during normal working hours, nights & on holidays. No extra payments will be made to the contractor on account of carrying out the works during odd hours.

### **4.STORAGE OF MATERIALS:**

On-site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD.

### **5.LABOUR HUTMENT:**

Shelter or stay for the laborer's has to be arranged by the contractor outside NABARD office premises at his own expense and responsibility.

### **6.IDLE LABOUR AND EXTENSION OF TIME:**

In case the construction work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer / Architects or for any of the conditions as per General conditions of contract at S.No: 30 and 31, the contractor shall be allowed reasonable extension of time by the employer but any additional/ extra claim for payment to idle labour/tools/establishment/plant etc during this period shall not be the liability of the employer. Contractor's quoted rates should include for all such contingencies.

The Contractor or his authorized representative should visit the site frequently as required by NABARD and meet NABARD's Engineer with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site. The work should not suffer due to lack of supervision, manpower and materials.

The Contractor is required to co-ordinate his works along with other agencies working at site. He has to reimburse for any of the damage made by him or any of his representatives to any other agency or the owner at site.

Nothing extra will be paid for making any cut-out / opening for electrical wiring / fitting in any of false ceiling, partition, Paneling, masonry work etc. contractor's quoted rates should include for all such works.

The contractor is required to fabricate a sample where required, or any item so installed for approved. Any changes made by the Architect's / Employers, in the sample to the specifications as mentioned in the tender, shall not be deducted or paid extra. The bulk production of the furniture can only be taken up after the final approval of the sample of the item.

The partitions shall be so fixed that all joinery work is in plumb and true in line. The partition frame shall be firmly fixed to the floor and ceiling by using suitable wall plugs and screws.

The contractor shall check all dimensions before fabricating and fixing the partitions or ceiling in position at site.

All measurements given in the schedule hereunder are for the purpose of tender only. Payment will be made on actual measurement of the work done.

All measurements shall be as per relevant I.S.I. standards and Materials used should conform to relevant National Codes.

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried out as per standard specifications and under the direction of Employer / Architect.

## **GENERAL CONDITIONS OF CONTRACT**

### **1. INTERPRETATION**

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

**Employer:** The term employer shall denote **NABARD** with their Regional office at BHOPAL, NABARD and any of its employees representative authorized on their behalf.

**Architects / Consultants:** The term Architects shall mean **M/s. DESIGN HOME ARCHITECT, 455 SECTOR-3, SHAKTI NAGAR BHOPAL Ph No- 09425004543, 2457680,4271687, Telefax :- 0755-2457680, E- Mail ID :- [designhomebhopal@gmail.com](mailto:designhomebhopal@gmail.com), Web :- [designhome.in](http://designhome.in)** or in the event of his / their ceasing to be the Architects for the purpose of this contract such other persons as the employer shall nominate for the purpose.

**Contractor:** The term contractor shall mean \_\_\_\_\_ \_ \_  
(Name and address of the contractor) and his / their heirs, legal representatives, assigns & successors.

**Site:** The site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erection thereon, allotted by the employer for the contractors use.

**Bank Engineer:** Any Engineer appointed from time to time by the employer shall act as Engineer for the said Contract at the said site.

**Drawings:** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be supplied, or any other instruction, which may be given by the Employer during the execution of the work.

All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the contractor will made them available to the employer / architect whenever necessary.

In case any detailed Working Drawings are necessary contractor shall prepare such detailed drawings and / or dimensional sketches therefore and have it confirmed by the Employer / Architects as case may be prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

“**The Works**” shall mean the work or works to be executed or done under this contract.

“**Act Of Insolvency**” shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency act or any amending status.

“**The Schedule Of Quantities**” shall mean the schedule of quantities as specified and forming part of this contract.

“**Priced Schedule Of Quantities**” shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

“**Contract**” shall mean the Articles of Agreement, the general conditions special conditions, the appendix, the schedule of quantities, specifications and drawings attached here to and duly signed.

‘**Contract Price**’ shall mean the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereafter contained.

‘**Notice in Writing**’ or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided 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.

‘**Net Prices**’ any arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items if the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum. Providing 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 provisional 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 account shall be hold to mean rates or prices so arrived at.

‘**Virtual Completion**’ shall mean the site is in the opinion of the Architect and Employer fit for occupation.

“**Date of commencement**” shall be either one-week, from the date of issue work order to the contractor or day on which the contractor will take possession of site whichever is earlier

## **2.SCOPE OF WORK:**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Architect and Employer. The Architect with approval of Employer issue further drawings and / or written instructions, details directions and explanations which hereafter collectively referred to as ‘Architect’s Instructions’. In regard to:

- a)The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.

b)Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specification.

c)The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.

d)The demolition removal and / or re-execution of any work executed by the contractor/s. e)The dismissal from the work of any persons employed there upon.

f)The opening up for inspection of any work covered up.

g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability Period).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's or his agent / Architect's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer's or his agent / Architects shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer or his agent / Architects. The employer in consultation with the Architects as provided in clause "variation" shall fix rates of items not mentioned in the priced schedule of quantities.

**Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.**

### **3.TENDERERS SHALL VISIT THE SITE**

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall include the cost of these items in the quoted rates like carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the employer or his agent / Architect might be deemed to have reasonably been inferred to be so existing before commencement of work.

### **4.TENDERS**

The entire set of tender paper issued to the tenderer should be submitted and also signed on the last page together with initials on every page. Initial / signature will indicate the acceptance of the tender papers by the tenderer. (Also see general rules and instructions for the guidance of Tenderers)

The schedule of quantities shall be filled in as follows:

- I. The “Rate” column to be legibly filled in ink in both English figures and English words.
- II. Amount column to be filled in for each item and the amount for each sub head as detailed in the “Schedule/ Bill Of Quantities”.
- III. All corrections are to be initialed.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender paper.

**The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders of each section or to split up and distribute any item of work to any specialist firm or firms, without assigning reasons.**

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer / Architects detailed analysis of any or all the rates shall be submitted. The Employer / Architects shall not be bound to recognize the contractor’s analysis. All corrections are to be initialed.

The works will be paid for as “measured work” on the basis of actual work done and not as “lumpsum” contract, unless otherwise specified.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any items of work will be made for the actual work done on the basis of lumpsum charges as will be assessed to be payable by the Employer / Architects.

The employer has power to add to, omit from any work as shown in drawings or described in specifications or include in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of three months from the date of opening of the tender.



## **5. AGREEMENT**

The successful contractor will be required to sign agreement in accordance with the draft agreement from enclosed and the schedule conditions. The contractor shall pay for all stamps and legal expenses, incidental thereto. However the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person so tendering whether such formal agreement is or is not subsequently executed.

## **6. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:**

The Contractor shall confirm to the provisions of the statutes relating to the works, and so to the regulation and bylaws of an local authority, and of any water, lighting and other companies on authorities with whose systems the structures are proposed to be connected and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming given to the Architect's written notice, specifying the variations proposed to be made and the reason for making it apply for instruction thereon. In case, the Contractor shall not within the 10 days receive such instruction, he shall proceed with the work conforming to the provisions, regulations or bylaws in questions.

The Contractor shall bring to the attention of the Architect all notices required by the said acts, regulations or bylaws to be given to any Authority, and pay to such authority or to any Public Officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Architect /Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Architects, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, coat and charges of all and every sort that may be legally incurred in respect thereof.

## **7. TAXES AND DUTIES**

The tenderers must include in their tender prices quoted for all duties royalties, cess and sales tax, works contract tax or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained.

## **8. NOTICES AND STATUTORY REGULATIONS:**

The contractor shall give all notices and pay all fees and shall comply all Acts and Regulations for the successful completion of the contract works. The whole of the work is to be complied with as per the requirements and bylaws of the relevant statutory authorities including contract labour (Regulation and Abolition) Act 1970.

## **9. QUANTITY OF WORK TO BE EXECUTED**

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure of the Architects shall be considered to be approximate and subject to variation. The Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

The Contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and / or the Schedule of Rates and Prices, which rates and prices shall cover all things necessary for the completion of the works.

## **10. OTHER PERSONS ENGAGED BY THE EMPLOYER**

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by the other Agency, or persons and contractor shall allow all reasonable facilities and use of his scaffoldings for the execution of such work. The main contractor shall extend all cooperation in his regard.

## **11. EARNEST MONEY AND SECURITY DEPOSITS**

An initial part amount of Rs 40,000/- ( Rupees Forty Thousand only) towards Earnest Money Deposit (EMD) of by way of a Demand Draft from Nationalised Bank/ Scheduled Bank payable at Bhopal in favor of 'NABARD' to be submitted along with the 'Technical Bid'. will be submitted by the contractor after awarding of the work.

The Tender without initial part amount of EMD shall be rejected out rightly. No interest is allowed on the EMD/RMD. Retention money deposit (RMD) will be deducted from the R.A bills of the contractor @ 5% of the value of each RA bill subjected to a maximum of Total Security Deposit ( i.e. EMD + RMD) reaches 5% of contract value.

Total security deposit will be refunded after completion of defects liability period from the date of virtual completion of works provided the contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD.

## **12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provide that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer / Architects whose decision shall be final and binding.

### **13. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART**

The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with to complete the same (except such painting or other decorative work as the Architect may desire to delay). On or before the 'Day of Completion' stated in the Appendix subject nevertheless the provision for the extension of time hereinafter contained.

If in the opinion of the Architect the works be delay

- a. By force major or
- b. By reason of any exceptionally inclement weather or
- c. By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's won default or
- d. By the works or delays of the contractors tradesmen engaged or nominated by the Employer / Architect and not referred in the Schedule of Quantities and / or specifications or
- e. By reason of civil, commotion, local combination of workmen or strike or lock-out effecting any of the buildings traders or
- f. By reason of the Architect's instructions as per clause 2, or
- g. In consequence of the Contractor not having in due time, necessary instructions from the Architect for which he shall have specifically applied in writing ahead of time, giving the Architect reasonable time to prepare such instructions, the employer shall make a fair and reasonable extension of time for completion of the Contract works In case of strike or lock-out, the Contractor shall as soon as possible, give written notice thereof the Architect, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the Architect to proceed with the work.

The Contractor on starting the works shall furnish to the Employer / Architect a PERT / CPM Programme/Bar chart for carrying out the work stage in the stipulated time for the approval of Architect / Employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of the work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week by Architect a weekly progress report stating the number of skilled and un skilled laborers employed on the work, working hours done, place, type, and quantity of work done during the period.

The Contractor must inform the Architect within 10 days in advance of all drawings and detailed required by him from time to time. The Contractor shall Adhere to the approved program and arrange for the materials and labour etc accordingly. Despite repeated instructions, if the Contractor fails to show proportionate progress of the work, the Architect / Employer may take suitable action and deemed fit without prejudice to any terms and conditions of the contract.

#### **14.LIQUIDATED DAMAGES**

Should the work be not completed to the satisfaction of the Employer / Architects within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains not commenced or unfinished after the expiry of the completion date.

If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay Liquidated damages for delay in completion of the works will be levied at 1% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.

#### **15.NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS**

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer / Architects written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer / Architects written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer / Architects on receipt of such intimation, shall give a decision within a reasonable time.

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

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

#### **16.MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS.**

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

**All mandatory tests shall be carried out as per CPWD specifications. If required by the Employer / Architects, the contractor shall have to carry out tests on materials and workmanship in approved**

**materials testing laboratories or as prescribed by the Employer / Architects at his own cost to prove that the materials etc., under test conform to the relevant B.I.S.Standards or as specified in the specifications.** The necessary charges for preparation of mould (in case of concrete cube), transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner.

**Samples of all materials to be used must be submitted to the Employer / Architects when so directed by the Engineer / Architects and written approval from Employer / Architects must be obtained prior to placement of order.** Any damage (during constructions) to any part of the work for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

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

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

## **17.REMOVAL OF IMPROPER WORK**

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer / Architects are not in accordance with specification or instructions, the substitution or proper re- execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer / Architects shall be done by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, which may be given by the Architects, shall relieve the contractor from his liability in respect of unsound work or bad materials.

## **18.SITE ENGINEER**

The Employer may appoint a Site Engineer if required, who will be representative of the Employer and also for the Architect. The duties of the Employer representative are to watch and supervise the works and to test any materials to be used of workmanship employed in connection with the works. He shall

have no authority either to relieve the Contractor of any of his duties or obligations under the Contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The contractor shall afford the Employer's representative every facility and assistance for examining the works and materials and checking the measuring time and materials. Neither the Employer's representative nor any assistant to the Architect shall have power to revoke, alter enlarge or relax the requirements of this Contract, or to Sanction any day- work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Architect / Employer.

The Employer's Representative shall have to give notice to the Contractor or his foremen about the non-approval of any work or materials and such works shall be suspended or the use of such material should be discontinued until the decision of the Architect is obtained, the work will from time to time be examined by the Architect or the Employer's representative but such examinations shall not in any way exonerate the Contractor from the obligation to remedy defects which may be found to exist at any stage of the work of after the same is completed. Subject to the limitations of this cause, the Contractor shall take instruction from the Architect / Employer.

## **19.CONTRACTOR'S EMPLOYEES**

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer / Architects. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local laborers' on the work as far as possible. No laborers below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

- a)The payment of Wages Act.
- b)Employer's Liability Act.
- c)Workmen's Compensation Act.
- d) Contract Labour (Regulation & Abolition) Act. 1970 and Central Rules 1971
- e)Apprentices Act 1961
- f)Minimum Wages Act
- g)Any other Act or enactment relating thereto and rules framed there under from time to time.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The contractor shall comply at his own cost with the order for requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's laborers' are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the laborers' engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works report such accident to the Employer and also to the competent Authority where such report is required by law.

## **20. DISMISAL OF WORKMEN**

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct him. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

## **21. ASSIGNMENT**

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

## **22. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC**

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer

and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury of damage under any acts on compensation or damage consequent upon such claim.

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

The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The original insurance policy will be with NABARD which will be jointly in the name of the Employer and contractor and the duplicate will be with the contractor. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state, so contractor will take the **CAR (Contractors All Risk Policy)** for insurance equal to the amount of issued work order for this work. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

### **23.MEASUREMENTS**

Before taking any measurement of any work the contractor/ its representative deputed by him shall give reasonable notice to the employer. The mode of measurement will depend upon the unit mentioned in the Schedule of Quantities. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and contractor shall have no right to dispute the same.

The Employer / Architect shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.

### **24.PAYMENTS**

All bills shall be prepared by the contractor in the form prescribed by the Employer's /Architects. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the qualities of work done and must show deductions for all previous payments, retention money, etc.

The Employer / Architect shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.



The Employer will deduct retention money as described in clause 11 of these conditions. The refund of retention money will be made as specified in the said clause.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removal and taken away and reconstructed, or re-erected or be considered as and admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor to the architect within one week of the date fixed for completion of the work or of the date of certificate of completion furnished by the Architect. The payment of final bill shall be made by the employer within 45days from the date of receipt of bill from Architect.

### **Final Payment**

The final bill shall be accompanied by a certificate of completion from the Employer / Architects. Payments of final bill shall be made after deduction of Retention Money as pecified in clause 11 of these conditions, which shall be refunded after the completion of the Defects Liability Period after receiving the Employer's / Architect's certificate that the contractor has rectified all defects to the satisfaction of the Employer / Architects. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

### **25.VARIATION / DEVIATION**

The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The Employer / Architect can increase or decrease any quantities to any extend or even delete particular item as per the site requirements and the contractor shall not be paid anything extra on this account. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.

The price of all additional items / non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with

15% towards contractor's profit and overheads plus applicable Service Tax.

### **26.SUBSTITUTION**

Substitution is generally not allowed, in case of exception it will be permitted after the approval of the Employer / Architects in writing for any such substitution well in advance. Materials designated in this specification shall be prefer first and in case of non- availability those mentioned in BOQ the substitution by "Equal" or "Other approved" etc. needs approval of the Employer / Architect in writing.

## **27.CLEARING SITE ON COMPLETION**

On 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 the works clean and in a workmanlike condition to the satisfaction of the Employer/Architects.

## **28.DEFECTS AFTER COMPLETION**

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults, which may appear within 12 months after completion of the work. In case of default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the amount retained under clause no.11 together with any expenses the Employer may have incurred in connection therewith.

## **29.CONCEALED WORK**

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

## **30.IDLE LABOUR**

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

## **31.SUSPENSION OF WORKS**

If the contractor, except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work

within seven days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clause 32. (Termination of Contract by Employer)

### **32.TERMINATION OF CONTRACT BY EMPLOYER**

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear das notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor to remove his surplus materials after receipt by him the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

### **33.ARBITRATION**

All disputed or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators”:-

- a. Retired High Court/Supreme Court judge who have experienced in handling Arbitration Cases.
- b. Member of Council of Arbitrators
- c. Fellow of the Institution of Engineers
- d. Eminent Retired Chief Engineer from State/Central PWD/Public sector undertaking of good reputation and integrity
- e. Fellow of Indian Institute of Architects The contractor shall on receipt of the names as aforesaid, select any one of the person’s name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Competent Authority should make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from panel as the Sole Arbitrator and communicate his name to the Employer.

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

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

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

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

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

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

Subject to aforesaid the provisions to the Arbitration Act. 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1.DRAWINGS AND SPECIFICATIONS**

The works shall be carried out to the entire satisfaction of the EMPLOYER and the Architect, in accordance with the signed drawings and specifications and such further drawings and details as may be provided by the Architect, and in accordance with such written instructions, directions and explanations as may from time to time be given by the Architect, whose decision as to the sufficiency and quality of the work and materials shall be final and binding upon all parties. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions directions or explanations, be in the opinion of the contractor extraction that comprised in or reasonably to be inferred from the contract he shall before proceedings with such work, give notice in writing to this effect to Architect, and in the event of the Architects/employer agree to the same in writing the contractor shall be entitled to an allowance in respect of such extra work as on authorized extra. If the Architect and the contractor fail to agree as to whether or to there is an extra, then, if the Architect decided that the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra, and it so the amount thereof, shall failing agreement, be settled by Arbitration as hereinafter provided, but such references shall in no way delay the fulfillment of this contract.

No drawings shall be taken as in itself on order for variation unless, in addition to the Architect's signature, it bears express words stating that is intended to be such an order or bears a remark '**VALID FOR EXECUTION**'. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of clause 6 of GCC (Authorities notices, patent right and royalties) or by the Authorities of directions in drawing of the Architect as herein mentioned.

One complete set of the signed drawings and specification and scheduled of quantities shall be furnished by the Architect to the Contractor. The Architect shall furnish within such time, as he may consider reasonable, one copy of any additional drawing, which is his opinion, may be necessary for the execution of any part of work. Such copies shall be kept at the works, and the architect or his representatives shall, at all reasonable time have access to the same and shall be return to the Architect by the contractor before the issue of the Final certificate.

### **2.INSPECTION OF DRAWINGS**

Before filling in the tender, the contractor will have to check up all drawings and schedule of quantities, and will have to get an immediate clarification from the Architect on any point that he feels is vague or uncertain. No claim of damages or compensation will be entertained on this account.

### **3.EXECUTION OF WORK (PRICES TO INCLUDE)**

The whole of the work is described in the contract a (including the schedule of Quantities, the specifications and all drawing pertaining there to) and as advised by Employer / Architect from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Employer /Architect. Any minor details of the work which may not have been definitely referred to in this contract, but which

are usual in practice and essential to the work, are deemed to be include in this contract. Rates quoted in the Schedule shall be inclusive of all freights, taxes, such as octroi, sales tax, Royalties, duties, excise, turnover tax, sales tax on works contract, etc., as well as transportation, so as to execute the contractor as per the rules and regulations of Local Bodies, State Government and Government of India.

The rates quoted in the tender should include all charges for:

a.Labor, maintenance fixing, carrying, cleaning, making good, hauling, watering etc

b.Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same.

c.Covering for the walling and other works during inclement weather or striking or whenever directed as necessary.

#### **4. SITE SUPERVISION**

The contractor shall appoint at his own cost competent and adequate number of qualified Engineers at site, for (1) joint measurements and preparations of bills, (2) for testing materials at site and outside laboratory, (3) for other general supervision. Their appointment may be consulted with Employer / Architect. The site Engineers shall not be removed from the site without the written consent of the Employer / Architect.

#### **5. MATERIALS AND WORKMANSHIP**

The contractor under this contract binds himself to use first class materials. Quality of workmanship shall be of the highest order befitting the nature of the project. All work not up to the standard shall be summarily rejected and the Contractor will be required to dismantle the defective work and redo the work at his own cost and risk. The decision of the employer regarding the quality/standard of workmanship shall be final and binding on the contractor.

#### **6. DIMENSIONS**

Figures, dimensions, are in all case to be accepted preferences to scaled sizes. Large- scale details take precedence over small-scale drawings. In case of discrepancy, the contractor is to ask for a clarification before proceeding with the work. Accordingly if any work is executed without prior clarification it is liable to be rejected and shall not be paid for.

## **7. PROGRAMME OF WORKS**

Contractor shall have to prepare and submit the CPM/PERT/BAR chart charges for Architect's approval immediately after issue of the work order and display the approved charts in the site office. He shall also make bar charts indicating individual items and during the progress of work he shall update the bar charts showing the proportionate progress of work every week.

He shall strictly adhere to the programme of works as per CPM/PERT/BAR charts showing the proportionate progress of work.

## **8. PROCUREMENT OF MATERIALS**

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all material of approved make and quality in sufficient quantities at site to enable him to complete the entire work in the stipulated period.

Contractor will get sample of all materials approved by the Employer / Architect before placing order / purchase / procurement. They shall conform to I.S. codes and or tender specification as applicable.

For all materials the contractor shall quote for the best quality of the materials of best make / source or supply and it will be got approved by Employer / Architect before procurement.

In case sufficient quantities of approved quality materials from approved source are not available in time, contractor may have to procure the same for neighboring area with longer leads as required and directed at no extra cost. The material will be, however as per relevant I.S code as and wherever applicable.

## **9. UNFIXED MATERIALS**

When any materials intended for the works shall have been placed at site by the Contract, such material shall not be removed there from (except for the purposes of being used on the works) without the written authority of the Employer / Architect and when the contractor shall have received payment in respect of any certificate in which the architect shall have stated that he has taken in to account to value of such unfixed materials on the works such material shall become the property of the Employer and the contractor shall be liable for any loss or damage to any such materials.

## **10. CUSTODY AND SECURITY OF MATERIALS**

The contractors shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman / watchmen to lock after his materials, stores equipments etc.

## **10. RATES**

Contractor shall quote all the rates both in figures and in words and any alterations shall have to be initiated by the contractor. Rates quoted by the contractor for the same item in different schedules will be same and in case different rates are quoted, the lowest will be taken as correct and the schedule corrected accordingly. In case of discrepancy between figures and the words the rate quoted in words shall be taken as correct one. All quoted rates should be inclusive of sales tax on works contract. Rates



quoted by the contractor shall hold good for all the work carried out to any height and depth as shown in detailed drawings and as required and directed by the Architect.

Rates quoted by the contractor shall also hold good for any small work at any place at site.

## **11. PRICES FOR EXTRAS ETC., ASCERTAINMENT OF**

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts of the work thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and / or tender or that any variations, is made, the valuation of such quantities, amounts or variations, unless previously or otherwise agreed upon, shall be made accordance with the following rules

a.The net rates or prices in the original tender shall determine the valuation of the extra work, where extra work is of a similar character and executed under similar conditions the work priced therein.

b.The net prices the original tender shall determine the value of the item omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under thereof

c.Where extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary, the conditions under which any remaining items of work are carried out of it the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in the opinion of the Architects the net rate or price contained in the priced schedule of quantities or tender or for any item of work involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Architect shall fix in consultation with the Employer such other rate or prices as in the circumstances he shall think reasonable and proper, which shall be final and binding on the contractor.

d.Where extra work cannot be properly measured or valued, the contractor shall be allowed any work prices at the net rates stated in the tender or the priced schedule of quantities, or if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Architect, the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.

The measurements and valuations in respect of the extra items of contract shall be completed within the 'period of final measurement' or with in three months of the completion of the contract works as defined under clause no 16 (Certificate of Virtual Completion)

## **12. EXTRA ITEMS RATES**

The work or extra items shall be started only after the approval of extra items rates by client / Architect. Rates for additional or extra items of construction work, which can be derived from the contract item rates and are not covered in the contract, shall be calculated on the basis of actual cost. plus 15 % for overheads and profit.

### **13. ARCHITECT'S DRAWINGS AND INSTRUCTIONS**

A set of major drawings along with the contract documents shall be provided to the contractor. For any clarifications or further drawings are required by the contract, during or before the start of construction work, the Contractor shall inform the Architects in writing to provide the same. Working details will be given to the contractor from time to time during the progress of work as and when required. In case of other drawing is required by the contractor he will give a minimum ten days notice to the Employer / Architect.

### **14. FAILURE BY CONTRACTOR COMPLY WITH ARCHITECT EMPLOYER'S INSTRUCTIONS**

If the contractor after receipt of written notice from the architect requiring compliance with such further drawings and / or Architects instruction, fails within seven days to comply with the same, the Employer / Architect may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all cost incurred in connection there with shall be recoverable from the contractors by the Employer on a Certificate by the Architect as a debit or may be deducted by him from any money due or which become due to the Contractors.

### **15. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR**

- a. The contractor shall furnish the Employer / Architect the following:
- b. Detailed industrial statistics regarding the labor employed by him etc
- c. The Power of Attorney, name and signature of his authorized representative who Will be in charges for the execution of work
- d. The list of technically qualified persons employed by him for the execution of this work.
- e. The total quantity and quality of materials used for the works.
- f. The list of plant and machinery employed for this work.

### **16. ARCHITECT'S DELAY IN PROGRESS**

The Architect may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time with the approval of the employer for the completion of the contract as he may think proper and sufficient in consequences of such delay, and the contractor, shall not make any claim for compensation or damage in relation thereto.

## **17. CERTIFICATE AND PAYMENTS**

The contractor shall be paid by the Employer from time to time, by installments under interim Certificates to be issued by the Architect to the contractor on account of the works executed by the contractor when in the opinion of the Architect, work to the approximate value, named in the Appendix as 'Value of work for interim Certificates' (or less at the reasonable discretion of the Employer / Architect) has been executed in accordance with this contract, subject however, to a retention of the percentage of such value need in the Appendix hereto mentioned as 'retention percentage for interim Certificates' until the total amount retained shall reach the sum named in the appendix as

Total Retention money after which time the installments shall be up to the full value of the work subsequently so executed in the interim Certificate, such amount as he may consider proper on account materials delivered upon the site by the Contractor for use in the work. And when the works have been virtually completed and the Architect shall have certified in writing that they have been completed, the contractor shall be paid in accordance with the Certificate issued by the Architect the sum of money named in the Appendix after satisfying themselves as 'Installment after Virtual Completion' being a part of the said 'Total Retention Money'.

The Contractor shall be entitled to the payment of the final balance in accordance with the final Certificate to be issued in writing by the Architect at the expiration of the period refer to as 'The Defect Liability Period' in the Appendix hereto, from the date of Virtual Completion or as soon as after the expiration of such period as the work shall have been finally completed and all defect made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Architect of any certificate during the progress of the works or after the completion shall not relieve the Contract from his liabilities in cases of fraud, dishonesty or fraudulent concealment relating to the works of materials or any matter dealt within the certificate, and in case of all defects and insufficiency in the works or materials which reasonable examination would have disclosed. No certificate of the Architect shall of itself be conclusive evidence that any works and materials to which it relates are in accordance with the contract.

The Architect shall have power to withhold any certificate if the works or any part thereof is not being carried out to his / employer satisfaction.

The Architect may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.

Payment upon the Architect's Certificates shall be made within a period named in the Appendix as 'Period of honoring of Certificates' after such Certificates have been delivered to Employer.

## **18. DELAYED PAYMENTS**

Any amounts payable by the Employer to the contractor in pursuance of any Certificate given by the Architect hereunder shall, if not paid within the 'Period of honoring of Certificate', no interest will be paid by the Employer for such delayed payment.

## **19. FORCE MAJEURE**

Neither party shall be held responsible by the other for breach of any condition of this agreement attributable to any 'Act of God' Act of state, lockout of control or any other reason, beyond the control of the parties and any breach of clauses arising from much force majeure conditions as aforesaid shall not be regarded as a breach of the provision of this Agreement.

#### **20.INCOME-TAX, GST**

Income Tax, shall be deducted at source by the client from the contractor's interim and final bill payments as per Statutory Regulations, However GST shall be paid as actuals over the final amount.

#### **21.SITE MEETINGS**

A senior representative of the contractor shall attend weekly meetings at works site and in addition meetings as and when arranged by employer / Architect to discuss the progress of the work and sort out problems, if any and ensure that the work is completed in the stipulated time.

#### **22.ACTION WHERE THERE IS NO SPECIFICATION**

In case of any class of work for which is there is no specification mentioned, the same will be carried out in accordance with the Indian Standards Specifications subject to the approval of the Employer / Architect.

#### **23.REPORTING OF ACCIDENT TO**

The contractor shall be responsible for the safety of persons employed by him on the works and shall reports serious accidents to any of them whenever and wherever occurring on the works to employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the contractor under the Insurance Clause of the general conditions. Contractor shall take all precaution detailed in the safety code attached separately.

#### **24.TYPOGRAPHICAL CLERICAL ERRORS**

The Employer / Architect clarification regarding partially omitted particulars of typographical or Clericals errors shall be final and binding on the contractors.

#### **25.WORK PERFORMED AT CONTRACTOR'S RISK**

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, goods, signs, temporary passages or other protection necessary for the purpose. All works shall be done by the contractor's risk and if any loss or damage shall result from fire or from others cause, the contractor shall promptly repair or replace such loss or damage free from all expenses to the employer.

The contractor shall be responsible for any loss or damage to materials, tools or other articles used held for use in connection with the work. The work shall be carried on to completion without interferences with the operations of existing machinery or equipment, if any.

## **26.SPECIAL CONDITIONS OF CONTRACT**

In the event of any discrepancy with clauses mentioned anywhere else in the tender with the clauses mentioned within special conditions of contract, the clauses mentioned within the special conditions of contract shall supersede those mentioned elsewhere.

## **TECHNICAL SPECIFICATIONS OF CIVIL WORKS**

### **1.0 General:**

- i) All work shall be done strictly according to the items described in the schedule of quantities & rates and as per latest applicable CPWD specifications or latest BIS Codes. In the event of any item not finding a place in C.P.W.D. specification or in BIS codes, the matter will be referred to the Architect for decision. The decision of Architect shall be final regarding the specifications to be adopted. All Standards, codes, Technical Specifications, Codes of Practice referred to shall be of the latest editions including all applicable official amendments and revisions whether such reference has been made or not.
- ii) Testing of materials / works shall be carried out as per latest CPWD specification / BIS codes from approved test laboratory. The contractor shall carry out all such tests at his own cost & time. The nos. of samples to be submitted for testing and the frequency of testing shall be as specified in the specifications / standards or codes.
- iii) All the works shall be carried out in accordance with drawings, specifications, description of item in schedule of quantities or as per the direction of ARCHITECT to his full satisfaction. If the substitution of any approved / specified material and make, due to its non – availability, with an alternative one, becomes necessary, the agency must get specific approval of the same before placing order for purchase of materials.
- iv) Providing and operating necessary measuring and testing devices and materials are included in the Contractor's scope of work. The quoted price shall be inclusive of the cost of all such tests, which are required to ensure achievement of specified quality. No separate payment for testing shall be made.
- v) All finished work must be truly vertical & horizontal or in any other plane as specified. The rates quoted by the agency must include the cost for taking necessary measures to achieve it.
- vi) Any scaffolding used shall be of double vertical supports and no portion of scaffolding shall touch the wall surface.
- vii) The workmanship is to be the best available and of a high standard. Use must be made of special trades men in all aspects of the work and allowance must be made in the rates for so doing. Contractor shall maintain uniform quality and consistency in workmanship throughout.
- viii) Any work not conforming to specifications or workmanship shall be rejected and the same shall be rectified or removed and replaced with work of the required standard of workmanship at no extra cost to the employer.
- ix) Rates quoted for the items shall be valid for carrying out the item of work at any and / or all floor heights.

## **TECHNICAL SPECIFICATIONS**

### **11.1 SPECIFICATIONS**

All materials and works shall conform to the latest edition of the specifications in the Central Public Works Department.

In case specification for a specific material or work are not available in the CPWD, specifications for such items, specifications as per National Building Code (NBC) shall be followed.

In case such specifications in the above two said standards are not available, the Indian Standard Specifications (ISI) shall be followed.

Standards issued elsewhere shall only be used only if approved by the employer and for those materials/works only for which appropriate standard specifications do not exist.

Samples of all the important materials to be used in the works shall be subjected to inspection and test. Samples of all materials proposed to be employed in the permanent works shall be submitted to the Engineer for approval before they are bought to the site. These samples shall be submitted 15 days in advance of the material to be used at site. If the sample is approved the material shall be arranged and bought to site within ten days. Samples provided to the Architect and Employer or his representatives for their retention are to be labeled boxes suitable for storage.

Specification for some of the specialised items of work are appended in this document. Specification for various items of work available in CPWD specifications shall be followed for respective item of work with the modifications as stated in the item of schedule of work.

## **PREAMBLE TO SCHEDULE OF QUANTITIES**

Note: While quoting rates for each item of work, the contractor shall include for the following irrespective whether it has been mentioned or not in the description of the item without any extra claim / payment.

- 1.1.1 All unexposed surfaces of timber (any variety) used shall be treated with necessary coats of wood preservative.
- 1.1.2 All exposed surfaces of timber (any variety) shall also have necessary coat of wood primer / putty and paint / polish as per description in the item.
- 1.1.3 Before making bulk quantities , the contractor shall make each of the item as sample and get it approved in writing from the consultants minor modification if and as suggested by the consultant the same shall have to be incorporated without any extra cost.
- 1.1.4 All exposed edges of ply board shall be fixed with cedar / teak wood lipping.
- 1.1.5 All fabrics / leatherite to be used shall cost Rs. 300/ - per meter unless otherwise specified in the item.  
Difference in cost for approved sample shall be adjusted accordingly.
- 1.1.6 For furniture item where required whether mentioned or not shall be include providing an fixing of Brass / Power coated handles /knobs multipurpose locks, mini tower bolts ,ball catchers, hinges, screws and sliding rails etc.
- 1.1.7 Back of all storage, cabinets, and consoles shall be in 6mm commercial ply only.
- 1.1.8 Thickness of laminates to be used shall be 1 mm except where specified.
- 1.1.9 Ant termite treatment is to provide for all wood / board /ply used in the storage.

### **SECTION – A: MATERIALS**

- 2 Material shall be of best approved quality obtaining and they shall comply with the respective Indian Standard Specification.
- 3 Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with the Architect.
- 4 In case of non-availability of materials in metric sizes the nearest size in FPS units shall be provided with prior approval of the Architects for which neither extra will be paid nor shall any rebates be recovered.
- 5 If directed, materials shall be tested in any approved Testing Laboratory and the test certificates in original shall be testing including charges for repeated tests, if ordered, shall be borne by the Contractor.
- 6 It shall be obligatory for the Contractor to furnish certificate, if deemed by the Architects, from manufacturer or the material supplier that the work has been carried out by using their material and as per their recommendations.
- 7 All materials supplied by the Employer / any other Specialist Firms shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of the work.



- 8 Unless otherwise shown on the Drawings or mentioned in the "Schedule of Quantities" or special specification, the quality of materials, workmanship, dimensions, etc., shall be as specified as hereunder.
- 9 All equipment and facilities for carrying out field tests on materials shall be provided by the Contractor without any extra cost.

(i) **Cement** :

Cement shall comply in every respect with the requirements of the latest publications of IS: 269 and unless otherwise specified ordinary Portland Cement shall be used.

The weight of ordinary Portland Cement shall be taken as 1440 kg. per cu.m. (90 lbs. per C.Ft.). Cement shall be measured by weight and in whole bags, and each undisturbed and sealed 50 kg. bag being considered equivalent to 35 liters (1.2 c.ft.) in volume care should be taken to see that each bag contains full quantity of cement. When part bag is required cement shall be taken by weight or measured in measuring boxes.

No other make of cement but that approved by the Architects will be allowed on works and the source of supply will not be changed without approval of Architect in writing. Test certificates to show that cement is fully complying the specifications shall be submitted to the Architects and notwithstanding this, the Architect may at his discretion, order that the cement brought on site and which he may consider damaged or of doubtful quality for any reason whatsoever, shall be re-tested in an approved testing laboratory and fresh certificates of its soundness shall be produced.

Cement ordered for re-testing shall not be used for any work pending results of re-test.

Cement shall be stored in weather-proof shed with raised wooden plank flooring to prevent deterioration by dampness or intrusion of foreign matter. It shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e., first received being used first used. Cement deteriorated and or clotted shall not be used on the work but shall be removed at once from the site. However, allowing use of warehouse set cement shall be determined by the Architects.

(ii) **River Sand** :

River sand shall confirm to IS: 383 and relevant portion of IS: 515. It shall pass through pass through a I.S. sieve 4.75 mm. (3/16 B.S.) test sieve, leaving a residue not more than 5%. It shall be from natural source i.e. only river or crushed stone screenings, if allowed, chemically inert clean, sharp, hard durable, well graded and free from dust, pebbles, clay, shale, salt, organic matter, loam, mica or other deleterious matter. The sum percentages of all deleterious substances to acceptable limits. River sand shall not contain any trace of salt and it shall be tested and river sand containing any trace of salt shall be rejected.

The fine aggregate i.e. river sand for concrete shall be graded within limits as specified in IS: 383 and the fineness Modules may range between 2.60 to 3.20.

The fine aggregate shall be stacked carefully on a clean hard dry surface so that it will not get mixed up with deleterious foreign materials. If such a surface is not available a platform of planks or corrugated iron sheets or brick floor or a thin layer of lean concrete shall be prepared.

(iii) **Fine & Coarse Aggregate** :

Shall consist of crushed or broken stone 95% of which shall be retained on 4.75 mm. IS tests sieve. It shall be obtained on crushing Granite, Quartzite, Trap, Basalt, or similar approved stones from approved quarry and shall confirm to IS:383 and IS 515. Fine & Coarse aggregate shall be chemically inert when mixed with cement and shall be cubical in shape and be free soft, friable, thin, porous, laminated or flaky pieces. It shall be free from dust and any other foreign matter.

Gravel / Shingle of desired grading may be permitted as a substitute in part or full in plain cement concrete if the Architect is otherwise satisfied about the quality of aggregate. For all the R.C.C. works the size of coarse aggregate shall be 20 to 25 mm. and fine aggregate shall be 10 to 15 mm.

(iv) **Reinforcement** :

Reinforcement shall be of mild steel tested quality confirming to I.S. : 432-1966 and any other I.S. applicable or deformed bar confirming to IS:1786 and Is:1139 or hard drawn Fe 415 (Tor Steel) steel wire fabric confirming to IS:1566;1967.

All finished bars shall be free from cracks, surface flaws, laminations, jagged and imperfect edges.

(v) **Bricks** :

Bricks shall generally comply with IS:1077 except in size which shall be classified as 1<sup>st</sup> and 2<sup>nd</sup> class.

1<sup>st</sup> class bricks shall be the best quality locally available table moduled, well burnt but not over burnt, have plain rectangular faces with parallel sides and sharp right angled edges, have a fine compact and uniform texture. The bricks shall be free from cracks, chips, flaws, stones or subsequent to soaking in water. It shall emit a clear ringing sound on being struck and shall not absorb water more than 20% by weight. Common building bricks shall have a compressive strength of 35 kg. / sq.m.unless otherwise specified for first class bricks

(vi) **Water** :

Water for mixing cement / lime / surkhi mortar or concrete shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantities of silt and traces of oil, acid and injurious alkali, salts, organic matter and other deleterious materials which will either weaken the mortar or concrete or cause efflorescence or attack the steel in reinforced cement concrete. Water shall be obtained from sources approved by the Architect. Potable water is generally considered satisfactory for mixing and curing concrete, mortar masonry, etc., where water other than main source is used this shall be tested in an approved testing laboratory to establish its suitability. All charges connected therewith shall be borne by the Contractor.

(vii) **1st Class Indian Teakwood** :

1<sup>st</sup> Class Indian Teakwood means C.P. and Bulsar teak of good quality and well seasoned. It

shall have uniform colour, reasonably straight grains and shall be free from large. Loose dead knots, cracks, shakes, warp, twists, bends, sap-wood or defects of any kind. No individual knot shall be more than 2.5 cm. in diameter and aggregate areas of all the knots exceed 1% areas of the piece. There shall not be less than 5 growth rings per 2.5 cm. width.

(viii) **IInd Class Indian Teakwood :**

Shall be similar to first class Indian teak wood except that knot upto 4 cm. diameter and aggregate area of all knots upto 1 ½% of the area of the piece shall be allowed. There shall not be sapwood upto 15% is allowed.

(ix) **Flush Doors :**

All flush doors shall be solid core exterior grade unless otherwise specified and it shall generally conform to IS:2202 and shall be fabricated as described under specification.

(x) **Floor Tiles :**

Designer pre-cast concrete tiles and interlocking paver block, plain cement tiles, chequered tiles, mosaic tiles terrazzo tile shall conform to IS:1237. For neutral shade tiles grey cement shall be used. Tiles shall be compacted by mechanical vibration and hydraulically pressed. It shall be of choice shade and shall have desired pattern of chip distribution. The sizes of chips to cement in terrazzo or mosaic floor shall be as specified in IS:1237. The size and thickness of tiles shall be as approved by the Architect.

(xi) **Ceramic / Vitrified Tiles :**

White or coloured glazed tiles shall comply with IS:777 or relevant or latest I.S. code. It shall be from an approved manufacturer and shall be flat and true to shape. They shall be free cracks, crazing, spots, chipped edges and corners. The glazing and colour shall be uniform shade and unless otherwise specified the tiles shall be 6 mm. thick.

(xii) **Kotah / Shahbad / Cudappa / Granite :**

Shall be of selected quality, hard, sound, dense, and of homogenous texture, free from cracks decay, weathering and flaws. Stone slabs shall be of uniform colour as approved by the Architect. They shall be machine cut and machine polished where specified and shall conform to the required size. Thickness shall be specified in the respective items.

(xiii) **Paints :**

Lime for lime wash, dry distemper, oil bound distemper cement primer, oil paint, enamel paint, flat oil paint, plastic emulsion paint, anti-corrosive primer, red lead, water-proof cement paint and exterior grade Acrylic Emulsion paint, cement paint, sand-tex matt shall be from an approved manufacturer and shall conform to the latest Indian Standard for various paints. Ready mixed paints as received from the manufacturer without any admixture shall be used, except for addition of thinner, if recommended by the manufacturer.

**Cement Mortar :**

Cement mortar shall be of proportions specified for each type of work in the schedule. It shall be composed of Portland Cement and sand. The ingredients shall be accurately gauged by measure and shall well and evenly mixed together in a mechanical pan mixer, care being taken not to add more water than is required. No mortar that has begun to set shall be used. River sand shall be used unless otherwise specified.

If hand mixing is allowed, then it shall be done on pucca water-proof platform. The gauged materials shall be put on the platform and mixed dry. Water will then be added and the whole mixed again until it is homogenous and of uniform colour. Not more than one bag of cement shall be mixed at one time and which can be consumed within half an hour of its mixing.

**Composite lime, cement, sand mortar :**

The mortar shall be of proportions specified for each type of work in the schedule of quantities. It shall comprise of Portland cement, lime and sand. Lime shall be measured in gauge boxes similar to one used for measuring cement and sand to the proportion specified and sufficient water then added to it to form a thick slurry thus obtained shall then be added to dry cement and sand mixture and thoroughly mixed to make a workable homogenous mortar of uniform colour by adding more water if necessary. Mechanical mixers shall generally be used for mixing such mortars. If hand mixing is allowed it shall be done on pucca platform.

Note :

In connections with the I.S. Code numbers indicated under Section, Specification, Section A – General

Refer to the following I.S. Code numbers and the year and or otherwise latest modified I.S.Code Number.

1)	Cement	:	I.S. 269 – 1976
2)	Lime	:	I.S. 712 – 1964
			I.S. 1624 – 1960
3)	Fine – Aggregate	:	I.S. 383 – 1970
4)	Coarse – Aggregate	:	I.S. 515 – 1970
5)	Reinforcement	:	I.S. 432 – 1966 Fe 415
			I.S. 1786 – 1966 (Tor Steel)
			I.S. 1139 – 1966
6)	Bricks	:	I.S. 1077 – 1970
7)	Neeru	:	I.S. 712 – 1964
8)	Surkhi	:	I.S. 1344 – 1968
9)	Timber	:	I.S. 287 – 1960

- |     |                                      |   |                  |
|-----|--------------------------------------|---|------------------|
| 10) | Flush Doors                          | : | I.S. 2202 – 1966 |
| 11) | Floor Tiles                          | : | I.S. 1237 – 1980 |
| 12) | Ceramic / Vitrified Tiles            | : | I.S. 777 – 1970  |
| 13) | Asbestos Roofing and Rainwater pipes | : | I.S. 459 – 1962  |
| 14) | R.C.C. design mix M-20               | : | I.S. 456 – 2000  |

## **S P E C I F I C A T I O N S**

### **P L U M B I N G W O R K S**

#### **1. GENERAL :**

1. In case where the specifications given below are found wanting the latest I.S. specifications, shall hold good.

2. wherever references has been made to Indian Standard or any specifications, the same shall mean to refer to the latest specifications irrespective of any particular edition of such specifications being mentioned in the specifications below or schedule of Quantities.

#### **11. WORKMANSHIP :**

The workmanship shall be the best of its kind and shall conform to the specifications are below or Indian Standard specifications in every respect or latest trade practices and shall be subject to approval of the Architect/Bank. All materials and/or workmanship which in the opinion of the Architects is defective or unsuitable shall be removed immediately from the site and shall be substituted with proper materials and/ or workmanship forthwith.

#### **111. MATERIALS :**

General (a) All materials shall be best of their kind and shall conform to the latest Indian Standards.

(b) All materials shall be of approved materials quality as per samples and origins approved by the Architect/Bank.

(c) A set of specimen samples off all approved materials shall be kept at site as well as in the office of the Architects, cost of which is to be borne by contractor.

1. Cement : Cement shall comply with the latest specification Grade 53 or equivalent Ordinary Portland Cement IS : 12269 : 1987 : 1999. Fully partly set cement shall be rejected. One bag of cement shall weigh 50 Kgs. and shall be stored in pucca godown with raised floor and shall be water tight. The bags shall be stored in stacks of not more than 6 bags with sufficient clearance around to enable inspection and periodical counting. Cement shall be utilised only for the work for which it is allotted. All incidental charges sum as carriage, octroi, loading and unloading, storing, safe custody, watch and ward etc. shall be borne by the contractor.

2. M.S. Reinforcement : M.S. reinforcement shall be of mild steel and plain rounds conforms to the latest Indian Standard IS 800 – 2007 Code of Practice for Plain and Reinforced Concrete. The steel shall be free from pitting, loose rust, mill scales, paints, oil, grease etc. in case of steel being supplied by the Employer the removal of loose rust, mill scales, oil grease and paint etc. and other incidental charge such as carriage, octroi, loading, unloading, storing safe custody, watch and ward etc. shall be borne by the contractor.

3. Coarse aggregate : Coarse aggregate shall be of the best quality hard machine crushed stone approved by the architects, free from earth or any organic matter etc. suitably graded and washed as and when directed by the Architects and shall conform to Aggregate most of which is retained on 4.75 mm IS Sieve and contains only as much fine material as is

permitted in IS 383 for various sizes and grading is known as coarse aggregate. Coarse aggregate shall be specified as stone aggregate, gravel or brick aggregate and it shall be obtained from approved/ authorized sources.

4. Coarse Sand : shall be natural pit sand, clean, sharp strong, angular and composed of hard siliceous materials. It shall be free from any harmful materials such as iron pyrites, coal mica shale or similar laminated materials, clay alkali, soft fragments, sea shale, organic impurities etc. It shall be obtained from quarries approved by the Architect. It shall be washed at site before use in the work to the satisfaction of the Architects. Fineness modulus of sand conforming to IS 383 :82 shall not be less than 2.5.

5. Fine Sand : This shall be natural river sand clean, sharp and free from excessive deleterious matter. It shall be free from silt. Fineness modulus shall not be less than 1.0.

6. Bricks : Bricks shall be local best quality brick available commercially of quality approved the Architects well burnt, sound, hard, square and with sharp edges and shall give a ringing sound when struck with a mallet and free from grit and shall not absorb water more than 20% of its weight after 24 hours immersion.

7. Paint : These shall be of standard manufacture, Asian, Nerolac, Berger, or equivalent conforming to the latest Indian Standards for various paints.

8. Water : Water shall be Municipal Water, clean and free from excessive salinity, impurities ingredients and other harmful matters, duly tested in an approved laboratory, declared suitable for construction purpose as approved by the Architects/Bank.

9. Sanitary Wares : All sanitary wares and fittings shall be 1st quality, white vitreous China as manufactured by M/s. E.I.D parry Ltd., Hindustan Sanitary Wares, 'CERA', 'Parry-Ware' or approved equivalent. All fire clay sinks and draining boards shall be of best quality of Saniline and shall have 40mm dia. waste.

10. Toilet Requisites :

(a) Mirrors shall be of 5.5 to 6mm thick glass of quality free from any defects. Mirrors shall have plywood backing and aluminum anodized channels angle frame Al round with key hole to wall with screw for hanging.

(b) Towel rails shall be of C.P. brass 600mm long pipe size 20mm dia of approved make.

(c) Pegs : Two number pegs chromium plated comprising of three hooks in a set which is to be collapsible type. these shall be fixed with C.P. brass screws.

11. CPVC Pipes and Fittings : Chlorinated Polyvinyl Chloride (CPVC) pipes for potable hot and cold water distribution supplies-specifications IS - 4985.

12. C.P. Brass Fittings : Shall be of brass with best quality chromium plating of Jacquar, Plumber, make or approved equivalent.

13. Gun Metal Full Way Valve : These shall be of gun metal fitted with wheel & shall be of gate type opening full way & of the size upto 50 mm. These shall generally conform to IS.778 & their approximate weights shall be as specified earlier. equivalent, conforming to IS: 778 – 1984.

14. Ball valves : Shall be brass with float of POLYTHENE/Copper as specified.

- Manhole Cover and frames : Shall be of approved make confirming to IS:1726:1991
- Testing of materials and works : As and when required by the Architects/Employer the contractor shall arrange to test the materials and/or portions of works at his own cost to prove their soundness and efficiency. If after tests any materials work or portions of work are considered defective or unsound by the Architects/Employer the contractor shall remove the defective material from the site, pull down and re-execute the works at his own cost to the satisfaction of the Architect. To prove ,that the materials used are as specified, the contractor shall furnish to Architects /Employer with original vouchers on demand.



# **SANITARY INSTALLATION AND PLUMBING**

## **GENERAL REQUIREMENTS :**

(a) All sanitary appliances including Sanitary fittings, fixtures, toilets requisites, shall be of size, make and design as specified in item of work as specified in the item of work as per sample approved by the Architect/Employer.

(b) All exposed CPVC pipes and fittings shall be painted with approved quality paint and shade as specified.

(c) All sanitary and plumbing work shall be carried out through licensed plumbers.

(d) On completion of work, the site shall be cleaned and all rubbish disposed off as directed by as Architects/Employer.

(e) All sanitary fittings such as water closet pans (pedestal or squatting pattern), Urinals (basin, stall or squatting pattern) partitions for closets and urinals, flush pipes, brackets, lavatory basins, baths, sinks, soil and vent pipes etc. and fittings holders for toilet paper glass selves and other fittings together with the fixing of the same shall be enumerated separately or in combination under relevant items of work as described in schedule of quantities.

## **1. SANITARY WARES**

1. European type W.C. pan and Cistern : Shall be of white vitreous China 1st quality closet 'P' or 'S' trap coupled with fittings, brackets complete in all respects. The W.C. pan cistern shall be free from cracks, blisters and shall have smooth surfaces.

Fixing W.C. pan shall be fixed to floor with C.P. brass screws or by means of 75mm long 6.5mm dia counter sunk bolts and nuts embedded in floor concrete. The base of the pedestal of the pan shall squarely rest on the finished floor. Any gap between the finished floor and the pedestal shall be filled with white mastic mixed with pigment to match the shade of the floor as directed by the Architect/ Employer following measures shall be adopted for fixing the W.C. pan.

(a) The central axis of the pan shall be perpendicular to the finished face of wall on flushing cistern is fixed.

(b) The outlet of the pan shall be centrally placed in the socket of PVC pipe with a uniform space around for jointing shall be done with yarn linseed oil white lead one and water proofing compound and made water tight.

(c) The cistern between centre line of cutter of W.C and finished wall shall be so adjusted as to rest squarely against the finished wall face.

Seat and lid : shall be of solid with same Branch make as per sanitary fitting and fitting exactly on the rim of the W.C. pan with C.P. brass hinges rubber buffers and CP brass nuts.

Angle valve : shall be of 15mm dia C.P. brass with inlet connections of required length with unions and C.P. brass cap

The connection between angle valve and supply line laid in chase shall be made in a manner so that the union is flush with finished face of the wall and so threaded that portion of the angle valve or supply is visible.

Measurements : shall be by numbers.

Rate : shall include the cost of all materials and labour involved in all the operations described above.

2. Indian/ European type W.C. pan : shall be Orissa pattern with integrated foot rests/ S or P trap with integrated foot rests First quality `PARRY', Hindusthan, RAK, or equivalent as approved, Sanitary Wares or approved equivalent.

Fixing ; The W.C. pan shall be laid in floor slopped towards the pan in a workmanlike manner care being taken not to damage the pan in the process fixing. If damaged in any way, it shall be replaced at no cost to Employer. The pan shall be fixed on a proper base of cement concrete 1:2:4 mix (1 cement ;2 coarse sand :4 stone ballast 20mm nominal size) taking care that cushion is uniform and even without having any hollows between the concrete base and pan. Joint between the pan and finished floor shall be neatly done and no hair cracks shall be visible. Joint between the outlet of pan and HCL trap shall be made with neat cement, yarn, linseed oil, white lead and water proofing compound and made leak proof.

Stop Cock : shall be of C.P. brass of Jacquar, Plumber, RAK or equivalent.

Painting : Inside of cistern and fittings shall be painted with 2 coats of anti-corrosive paint and outside of the cistern. brackets, exposed portions of overflow and flush pipe shall be painted with 2 coats of white synthetic enamel paint of approved manufacture over a priming coat of red lead.

Measurements : shall be by numbers

Rates : shall include the cost of all materials and labour involved in all the operations as described above.

Mixing fittings : shall be C.P. brass with modern head for hot and cold for spray and with diverters. Jacquar, Plumber make or equivalent

Angle valve : shall be of 15mm dia. C.P. brass with 15mm dia C.P. copper supply pipe of 300mm length with nuts and washers.

The connection between angle valve and supply line laid in chase shall be made in a manner so that the union is flush with finished face of the wall no threaded portion of the angle valve or supply line is visible.

Measurements : shall be by numbers.

Rate : The rate shall include the cost of all materials and labour involved in all the operations described above.

3. Stainless Steel sink and draining Board : shall be 'ORIENT' or approved equivalent make pressed stainless steel 2mm thick sheets and shall have 32 dia outlet with grating. These shall be connected to 32mm dia C.P. brass 'P' or bottle traps.

Fixing : These shall be supported on C.I. cantilever brackets or placed on wooden or marble counter. The joint between the masonry or wood work shall be filled with mastic filler to make it absolutely water tight. the draining board shall be sloped towards the sink in order to drain out all the water in the sink.

Mixing fitting : shall be C.P. brass comprising of 2 Nos. hot and cold mixing fittings with

swivel spout, a pair of 15mm C.P. brass angle valves with inlet tubes and C.P. brass cap.

Bottle trap : same as described under item No. 4.

Angle valve : same as described under item No. 1.

Rates : shall include cost of labour and materials mentioned in Schedule of Quantities.

Measurement : shall be by numbers.

Mixing fittings : shall be 15mm C.P. brass comprising of 2 No. C.P. brass concealed stop cocks (one hot and one cold) one No. five way diverter, one no. C.P. brass heavy type spout with flange, including one No. hook for hand shower and including cost of telephone shower with C.P. flexible pipe of required length for telephonic shower make Jacuzzi, Plumber, RAK or equivalent.

Grab rail : shall be C.P. brass 20mm x 450mm with C.P. brass concealed brackets.

'P' or 'S' trap : shall be 40mm dia C.P. brass heavy of approved make.

Waste : shall be 40mm dia C.P. brass with solid rubber plug and C.P. brass ball chain.

Overflow : shall be 25mm dia C.P. brass.

Measurements : shall be by numbers.

## **II. TOILET REQUISITES :**

1.Mirror : shall be 5.5 to 6mm thick plate glass of best quality. These shall be free from bubbles, ripples or any other defects. The glass shall be uniform silver plated at the back by Silvering shall have an uniform protective coating of red lead paint. These shall be 600 x 450mm in size. These shall have aluminum anodized channel/angle frame all-round with keyhole to wall with screw for hanging as directed by the Architects/Employer.

Backing : The mirror shall have plywood backing of 6mm thickness, protecting around conforming to the size of wooden frame.

Fixing : The mirror and its backing shall be fixed on wall face with wooden cleats, with C.P. brass screws and washers.

Measurements : shall be by numbers.

Rate : shall include cost of labour and all materials involved in all the operations described above.

2.Towel rail : shall be of C.P. brass 600 mm long, 20 mm dia with 2 C.P. brass brackets.

Fixing : Brackets shall be fixed to wall by means of C.P. brass screws to wooden plugs on rawl plugs, embedded in the wall or as directed by the Architects/Employer.

Measurements : shall be by numbers.

Rate : shall include cost of labour and materials involved in all the operations described above.

3.Pegs : shall be C.P. brass collapsible of 3 hooks in a set. These shall be fixed with chromium plated brass screws at the back of toilets, bath and kitchen doors.

Fixing : shall be same as for item No. 2.

Measurements : shall be by numbers.

Rate : shall include cost of labour and materials involved in all the above operations described above.

4.Toilet paper holders : shall be 150 x 150mm white vitreous china recess type. These shall be of 1st quality free from cracks and crazes etc.

Fixing : shall be fitted in masonry on 80mm thick cushion of cement concrete 1:2:4 and jointing to the masonry with white cement or with approved material to match with dado work.

Measurements : shall be by numbers.

Rate : shall include cost of labour and all materials involved in the above operations.

### **III. CPVC Pipes and Fittings - ASTM – D2846**

1.The pipes and fittings chemically known as Chlorinated Poly Vinyl Chloride[CPVC] shall be produced in Copper Tube Size[CTS] from ½” to 2” with two different standard dimensional ratios – SDR 11 and 13.5. The fittings shall be produced as per SDR 11. All the CPVC pipes and fittings in SDR 11 and SDR 13.5 shall be made from the identical CPVC compound having the same physical properties. Pipes and fitting shall be produced as per SDR 11 & shall meet the requirement of ASTM D 2846 where as the pipes produced with SDR 13.5 shall meet the requirement derived from ASTM F 442, specific to CPVC in Iron Pipe Size[IPS] dimension, which also shall be applied to CPVC pipes in Copper Tube Size[CTS] dimension.

Fittings : shall be easy clean type. The thickness of fittings and there sockets and their spigots dimensions shall confirm to thicknesses and dimensions specified for the corresponding size of straight pipe as per IS codes.

Fixing : pipe and fitting shall be fixed to walls or in recess of R.C.C. column wall as shown in drawing by using proper holder bat clamps or special design clamps. The pipe shall be fixed perfectly vertical or in a line as directed. Pipes suspended from roof slabs shall be supported with special designed clamps out of 6mm thickness MS flat or angles of suitable size. Suspenders made out of 10mm rounds shall have male threads and one end to fit into insert with female threads embedded in the slab or R.C.C. work at the time of casting. All branch connections to the main lines/stacks shall be made with easy sweep in the direction of flow. All soil pipes shall be carried above the roof and shall have sand cast iron terminal guard.

In case of bands in the bottom most pipes of vertical stacks, these shall be long radius of 136\*. Inserts suspenders and clamps shall be the suitable sizes required for supporting the pipes and fittings.

Testing and water test. Before the appliances are connected all openings of pipes shall be sealed with plugs, water test in small section of pipes shall be carried out a static head of 4.5 meters.

Hydraulic performance : After installation of all the appliance, discharge test shall be made, singly or/and collectively. obstruction in any of the pipe lines shall be traced and the whole system examined for per hydraulic performance, including the retention of any adequate water seal in each trap.

Any defects revealed by the tests shall be made good and the tests repeated until a satisfactory result is obtained.

Rate : shall include cost of labour and material in the above operations and cutting and making good the walls, RCC, work, chases etc. including encasing pipes with 50mm thick cement concrete 1:2:4 wherever required.

## 2. Embedding pipes in masonry

Pipes shall be embedded in masonry during construction of the building. A hole of size upto 20.20cm as directed shall be kept in the masonry. The pipes shall be centrally placed in the hole and shall be fixed by filling the space around pipe with cement concrete 1:3:6 (1 cement:3 coarse sand:6 graded stone aggregate 20mm nominal size). Where the wall thickness is 20cm the cement concrete shall be made flush with the masonry surface on both sides and the surface roughened with wire brushes to receive plaster. Where the wall thickness of wall is more than 20cm the other side shall be covered with the same class of brick work of stone masonry as provided in the wall.

Measurements : the embedment shall be measured in running metres. Length shall be measured correct to a cm.

Rate : The rate shall include the cost of labour and materials involved in all the operations described above.

3. Floor traps shall be of self cleansing design 'P' or 'S' type with minimum 50mm seal of approved make with C.P. brass gratings.

Fixing : The traps shall be placed in position and encased around with 150mm thick concrete 1:2:4 wherever necessary vertical pieces with sockets shall be joined to traps to accommodate C.P. brass grating at floor level.

Measurements : shall be by numbers

Rate : shall include cost of labour and materials involved in the operation described above.

## IV WATER SUPPLY

CPVC pipes & fittings used in hot & cold potable water distribution system shall conform to requirement of IS 15778. The material from which the pipe is produced shall consist of chlorinated polyvinyl chlorides. The polymer from which the pipe compounds are to be manufactured shall have chlorine content not less than 66.5%.

The internal and external surfaces of the pipe shall be smooth, clean and free from grooving and other defects. The pipes shall not have any detrimental effect on the composition of the water flowing through it.

Rate :

Internal work : The rate for internal work shall include the cost of labour and material involved in all the operations described above. The rate shall include the cost of cutting

holes in walls and floors and making good the same.

This shall not however include, concealed pipe work in which case cutting of chase and making good the same or painting of exposed pipes, shall be paid separately unless specified otherwise in the schedule of quantities.

External work : The rate for external work shall include cost of labour and materials involved in all the operations described above. The rate shall include excavation in trenches but however painting of pipes with anti-corrosive bitumastic paint and sand filling around the pipes, unless specified otherwise in the schedule of quantities, will be paid separately.

Rate : shall include cost of labour and materials involved the above operations and described in the Schedule of Quantities.

2. Cutting chases in masonry walls :

The chases upto 7.5 x 7.5 cm shall be made in the walls for housing CPVC pipes etc. These shall be provided in correct positions as shown in the drawings or directed by the Architects. Chases shall be made by chiseling out the chases, shall be filled with cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) or cement mortar 1:4 (1 cement : 4 coarse sand) as may be specified and made flush with the masonry surface. The concrete surface shall be roughened with wire brush to provide a key for plastering.

Measurements : Chases shall be measured in running metre. Length shall be measured correct to a cm.

Rate : The rate shall include the cost of labour and materials involved in all operations described above.

3. Non return valves and fully way valves : shall be heavy quality of leader make.

Measurements : shall be by numbers.

Rate : shall include cost of supplying and labour for fixing in position.

4. Making water connection : A pit of suitable dimension shall be dug where the connection is to be made with ring main and removed upto 150mm below the main. The main shall be disconnected by operating the nearest sluice valve on the main. The main shall be drilled and slopped at 45° to the vertical and ferrule of required size shall be screwed in. The ferrule shall be fitted in a manner so that no portion of projection of the shank shall be left projecting within the main into which it is fitted. Ferrule shall be nonferrous with a CPVC bell mouth cover and shall be of nominal bore as required.

**LIST OF APPROVED MAKE OF MATERIAL**

S.NO	LIST OF MATERIALS	SPECIFICATIONS
1	PVC/ M.S. conduit (ISI marked)	B.E.C., AKG,NIC
2	Electronic fan regulator	Anchor, Roma, Legrend ,MK, Crabtree
3	Modular Switches and Sockets	Legrand, Crabtree, Roma, Anchor Modular

**LIST OF APPROVED MATERIAL AND MAKES OF ITEMS**

(THE MAKE LISTED BELOW SHOULD BE FIRST APPROVED BY THE INSTITUTE/ARCHITECT BEFORE USE IN CONSTRUCTION)

- |     |                                     |   |  |
|-----|-------------------------------------|---|--|
| 1.  | CEMENT                              | : | ULTRATECH, LAFARGE, JAYPEE, ACC, MYCEM OR EQUIVALENT |
|     | WHITE CEMENT                        | : | BIRLA WHITE,   |
| 2.  | STEEL FOR REINFORCEMENT             | : | TESTED STEEL OF RATHI, TATA OR Goel (TMT STEEL)      |
| 3.  | BRICKS                              | : | BRICKS OF METRIC SYSTEM                              |
| 4.  | WOOD                                | : | SECOND CLASS C.P. TEAK UNLESS OTHER WISE SPECIFIED.  |
| 5.  | UPVC WINDOWS                        | : | FINESTA OR EQ.                                       |
| 6.  | EXTERNAL PUTTY                      | : | BIRLA WALL CARE                                      |
| 7.  | EXTERNAL PAINTS                     | : | APEX ULTIMA OR EQUIVALENT                            |
| 8.  | STEEL PRIMER                        | : | ASIAN, BERGER, SHALIMAR, ICI                         |
| 9.  | SYNTHETIC ENAMEL PAINT              | : | APCOLITE, NAROLAC, DULUX, ICI                        |
| 10. | WATER PROOFING COMPOUND:            | : | CICO, CHOK SEY'S, PIDILITE ROFF, SUNANDA, CHEMISTIK  |
| 11. | BUTT HINGES                         | : | I.S.I. MARKED DOORSET HINGES                         |
| 12. | FACTORY MADE SHUTTERS (FLUSH DOORS) | : | ARCHID, DURO, SWASTIK.                               |
| 13. | BRASS C.P. FITTINGS OR EQUIVALENT   | : | JAGUAR/ PARRYWARE, KOHLAR                            |
| 14. | GUN METAL VALVES                    | : | LEADER, SANT OR EQUIVALENT                           |
| 15. | E.W.C., O.W.C., PANS WASH BASINS,   | : | HINDUSTAN, PARRYWARE, CERA, JAGUAR                   |
| 16. | E.W.C. SEAT COVER                   | : | COMMANDER, PATEL OR EQUIVALENT                       |

17.	PVC PIPES	:	SUPREME/ KISSAN/ KASTA OR EQ.
18.	CPVC PIPES	:	NOVEON OR EQ
19.	MORTICE LOCK, HANDLE	:	DOORSET, Godrej OR EQ.
20.	FLOORING TILES	:	KAJARIA, BELL, NAVEEN, SOMANY, JOHNSON, RAK
21.	M.S / BRASS SCREWS	:	NETTLE FOLD
22.	MILD STEEL FOR FABRICATION	:	TATA, SAIL, Goel OR EQUIVALENT
23.	FLUSH DOOR SHUTTERS	:	ARCHID, GREEN, DURO NB.

**1) The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials. Employer may / delete any of the makes or brands out of the above list.**

2). All materials should conform to relevant standards and codes of BIS.

**5.1** Materials with I.S.I. mark shall be used duly approved by the Institute Engineer / Architect.

**Note: - If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorised Distributor for authenticity and genuineness of the material for consideration and as per make approved by the Institute. The same will not be considered for payment.**



## APPENDIX

### ABSTRACT TO GENERAL CONDITIONS OF CONTRACT

1 Earnest money Deposit	An initial part amount of <b>Rs 40,000/- (Rupees Forty Thousand only)</b> towards Earnest Money Deposit (EMD) of by way of a Demand Draft from Nationalised Bank/ Scheduled Bank payable at Bhopal in favor of 'NABARD' to be submitted along with the 'Technical Bid'.
2 Date of commencement	Date of commencement shall be either one-week, from the date of issue work order to the contractor or day on which the contractor will take possession of site whichever is earlier.
3 Period of Completion	75 days from the date of commencement
4 Defects Liability Period	12 months from the date of virtual completion.
5 Liquidated Damages	Liquidated damages for delay in completion of the works will be levied at 1.0 % of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
6 Period of Final Measurement	30 days
7 Value of work for the issue of Interim Certificate	Minimum Rs 6.00 Lakhs
8 Retention money from each interim bill	5%
9 Total Security Deposit including Earnest Money and Retention money deposit	As per Clause 11, of General Conditions
10 Architects certificate of payment	30 days after submission of interim bills by the Contractor.
11 Period of honoring payment certificate	21 working days from date of Architect's certificate of payment for interim bills and 45 working days for final certificate.
12 Delayed Payments	No interest will be paid no this account

**DECLARATION**

I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the Schedule of Quantities attached with the tender documents.

I/We shall also uniformly maintain such progress as may be directed by the Employer / Architect to ensure completion of same within the target date as mentioned in the tender document.

**Witness:**

\_\_\_\_\_  
Signature of Tender

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: All technical clarification if any should form a part of technical bid. Technical clarifications after opening of the tender will not be entertained at any cost.**