

**ICHALKARANJI TEXTILE DEVELOPMENT CLUSTER LTD.
ICHALKARANJI. DIST KOLHAPUR.**

TENDER NO. 3

Construction of Gutter in in Deshabhakta Babasaheb Khanjire Nagar, Ichalkaranji Co-op Industrial Estate, Ichalkaranji.

1. ESTIMATED COST : Rs. 4.82Lakhs
2. EARNEST NONEY DEPOSIT : Rs. 4850/-
3. INITIAL SECURITY DEPOSIT : Rs. (2% +1%EMD)
4. TOTAL SECURITY DEPOSIT : Rs. (3% +5%)
5. TIME LIMIT : 3 MONTHS
6. TENDER FORM COST : Rs. 500 /-
7. CONSULTING ENGINEER TECHNICAL WING OF CLUSTER
& ICHALKARANJI MUNICIPAL COUNCIL.
8. NAME & ADDRESS OF
THE CONTRACTOR:
.....,
9. DATE OF ISSUE : 17th July 2008 to 29th July 2008
10. LAST DATE OF SUBMISSION : 30th July 2008, UP TO 2.00 P.M.

**ICHALKARANJI TEXTILE DEVELOPMENT CLUSTER
LTD. ICHALKARANJI.**

Upgradation of Infrastructure facilities at Textile Cluster,Ich.

Maharashtra.

Project under Industrial Infrastructure Upgradation scheme (IIUS)-2003.

**Ministry of Commerce &
Industry.**

Government of India.

TENDER DOCUMENTS FOR THE WORK OF-

**Construction of Gutter in Ichalkaranji Co-op
Industrial Estate, Deshabhakta Babasaheb
Khanjire Nagar, Ichalkaranji.**

**ICHALKARANJI TEXTILE DEVELOPMENT
CLUSTER LTD., ICHALKARANJI.**

5/617, SWIMMING POOL PRIMISES, NEAR VED BAVAN,

ICHALAKARNJI-416115.

DIST.KOLHAPUR.(MAHARASHTRA). Phone No. : (0230)2421009,

FAX : (0230)2421143

ICHALKARANJI TEXTILE DEVELOPMENT CLUSTER LTD.

5/617, Swimming pool Premises, Near Ved Bhavan, ICHALKARANJI-416115 DIST.KOLHAPUR (Maharashtra)

Phone: (0230) 2421009, Website: www.ichcluster.com Email : chairperson @ ichcluster.com

TENDER NOTICE

Sealed Percentage rate tenders are invited for the following works from reputed Experienced or Registered Contractors.

| Sr. No. | Name of the Work | Estimated Cost In Rs. in lacs. | Earnest Money Deposited in Rs. | Period of Completion of work | Tender Form Cost In Rs. |
|---------|---|--------------------------------|--------------------------------|------------------------------|-------------------------|
| 1 | Construction of 'Industrial Training Center' Building at Plot No.AS-7, Gat-No.804 at Shahapur for Ichalkaranji Co-Op. Industrial Estate. | 55.21 | 55220/- | 7 Months | 5000/- |
| 2 | Shifting of 11KV transformer HT/LT line and pole at Plot No. 40, TP scheme No. 2, Station road. | 5.51 | 5500/- | 2 Months | 500/- |
| 3 | Construction of Gutter in in Deshabhakta Babasaheb Khanjire Nagar, Ichalkaranji Co-op Industrial Estate, Ichalkaranji. | 4.82 | 4850/- | 3 Months | 500/- |
| 4 | Construction of roadside Gutter from R.S. No. 672 to R.S. No. 610, Ichalkaranji. | 5.64 | 5650/- | 3 Months | 500/- |

1. Blank Tender Forms, will be issued at cluster office between 17th July 2008 to 29th July 2008 on payment of tender form fee and fulfilling eligible criteria as per tender form
2. Sealed tenders will be accepted in cluster office on or before Wednesday, 30th July 2008 up to 2.00 P.M.Tender will be opened on the same day at 4.00 P.M. in the presence of tenderers.
If any change in the date on tender opening it will be informed.
- 3 Ichalkaranji textile development cluster reserves the rights to reject any or all tenders without assign any reasons.
- 4 This Tender Notice & Tender Documents are also available at our website **www.ichcluster.com**

(G.R.Akiwate.)
Managing Director.

(Sou. Kishori P. Awade.)
Chairperson

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DETAILED TENDER NOTICE

NAME OF WORK : Construction of Gutter in Ichalkaranji Co-op Industrial Estate in Deshabhakta Babasaheb Khanjire Nagar, Ichalkaranji.

Sealed Percentage Rate Tender in B-1 form are invited from Reputed Experienced or registered contractors who are qualifying following “Essential Qualifying Criteria”. Detail of execution of work is mentioned in Tender Notice.

Tender documents can also be downloaded from Company’s website www.ichcluster.com and in such a case, the tenderer shall deposit the cost of tender documents along with submission of the tender, failing which his tender will not be opened. The cost of tender documents shall be deposited in the form of demand draft/pay order and enclosed in the envelope containing the Earnest Money Deposit. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender document. In case, any correction, additions or alterations in the downloaded standard documents are made, such tender shall not be considered.

Essential Qualifying Criteria

1. The Contractor should possess the experience of having successfully completed similar works during the last 3 years (ending last day of 31st March every year.) which should be any one of the following.
 - i) Three similar completed works each costing not less than amount equal to 30% of the estimated cost.
 - ii) Two similar completed works each costing not less than amount equal to 40% of the estimated cost.
 - iii) One similar completed works costing not less than amount equal to 65% of the estimated cost.
2. The financial turnover during the last three years should be at least 30% of the estimated cost.

Notes:- the financial turnover shall be judged from ITCC or Annual reports including Profit and Loss A/c.

3. The Contractor should have its net worth not less than 10% of the estimated cost of the tender. This will be judged from the audited balance sheet of the last financial year ending on a date not prior to 18 months from the due date of submission of the tender.
4. The contractor should submit performance certificate in reference to S. No.1 (Minimum 3 Nos., 2 nos., or 1 n. as the case may be) above from clients for having successfully completed similar works in the last three years.
5. There should not be any unsatisfactory performance report of the contractor from any source.

1. **NAME OF WORK** : Construction of R.C.C. Gutter in Ichalkaranji Co-op Industrial Estate in Deshabhakta Babasaheb Khanjire Nagar, Ichalkaranji.

2. Cost of each blank tender form :- Rs.500/-
(Non Refundable)

3. Estimated Cost of Works :- Rs.4.82Lakhs

4. Earnest Money :- Rs.4850/-

5. Initial Security Deposit (2%+1% EMD) :- Rs. _____
and Further Security Deposit,
to be deducted from bills. (5%) :- Rs. _____

6. Date and time upto which
blank tender forms will be issued.:- 17th July 2008 to 29th July 2008

7. Date & time of receipt of tender. :- 30th July 2008, 2.00pm

8. Probable date and time of
opening of tender. :- 16th Sept. 2006, 4.00pm

9. Validity Period :- 120 Days

The offer of the contractor shall remain valid for acceptance for a minimum period of 120 days from the date fixed for opening of Envelope No. 2 (Main Tender) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement due.

10. The tender notice shall form a part of the contract agreement.

11. The tenders are invited on Company design only.

12. The blank tender forms will be sold only to the eligible Contractors and above on production of original or attested copy of valid registration or renewal certificate at the time of applying for issue of blank tender forms otherwise blank tender forms will not be issued to them.

13. The Tenderer if firm or company shall in their forwarding letter mention the names of all the partners of the firm or the company (as the case may be) and the name of the partner who holds the power of attorney if any, authorizing him to conduct transaction on behalf of the firm or company.

14. Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable.

15. Right is reserved to or rejects any or all tenders without assigning any reason thereof.

16. Tenders that do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection.

2. Tender form, conditions of contract, specifications and contract drawings can be had on payment of Rs. 1000/- cash/DD (Rs. One Thousand Only) per set from the office of the company on any working days during office hours (except Sunday & Holiday). Postage will be extra.

Further information regarding the work can be obtained from the above office. The Tender will be received in the company office on 30th July 2008 upto 2.00 pm and will be opened on the same day if possible, in the presence

of such intending tenderers or his/ their authorized representatives who may be present at that time. Tenders sent by post shall be sent in good time by registered post and must reach by the above time and date. For late delivery or no delivery by postal authority, the company will not be responsible .

3. The offer shall be valid for 120 days from the date of opening of the Tender.
5. No alternative designs will be accepted for this work.
6. No suggestions/ conditions will be accepted for this work.

Contractor

Managing Director

Ichalkaranji Textile Development Cluster Ltd., Ichalkaranji.

FORM OF TENDER

Dear Sir,

With reference to the Tender invited by you for the work of Construction of Gutter in Ichalkaranji Co-op Industrial Estate in Deshabhakta Babasaheb Khanjire Nagar, Ichalkaranji.

I/We, having gone through and clearly understood plans, specifications, general terms and conditions with the drawings; do hereby tender to execute and complete work strictly according to the specifications, Architect's instructions and the contract. Further, we agree that the time is the "Essence" of this contract and we will complete the whole of the work strictly within the time-limit, specified by you. We have also gone through all the documents of tender and that have read the same in detail.

We have understood that the lowest or any tender will not necessarily be accepted and that you and/or the Architect are not bound to assign any reason for the same. We have also understood that the conditional tender will not be accepted and in case of failure to pay second installment of Security Deposit, Original E.M.D. will be forfeited and our offer will be rejected.

We have already extended visit to the site of the work, prior to filling of the tender, to visualize the limitations, site conditions etc.

Thus I\We hereby agree to carry out the above said work at the _____ Percent above / below (In words) the rates mentioned in the schedule of quantities.

Thanking you,

Yours faithfully,

Signature of the CONTRACTOR

Address :

DATE :

PLACE :

NOTICE TO CONTRACTOR

Owner : Ichalkaranji Textile Development Cluster Ltd., Ichalkaranji.

Project : Construction of Gutter in Ichalkaranji Co-op Industrial Estate in
Deshabhakta Babasaheb Khanjire Nagar, Ichalkaranji.

Reference : _____

1. On behalf of our clients,

We have pleasure in inviting you, tender for the aforesaid work.

2. Sealed tenders should be addressed to **Managing Director, Ichalkaranji Textile Development Cluster Ltd., 5/617, Swimming Pool Premises, Near Ved Bhavan, Ichalkranji** and sent to the above address not later than 2.00 Hrs. on

30th July 2008

3. Drawing and Design may be inspected in our office or Architect's office on any working day during normal working hours. Tenderers will not be permitted to take any drawing out of the office.

4. The tenderer must obtain for himself, on his own responsibility and at his own expense, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the Drawings and inspect the site of the work and acquaint himself with all local conditions and matters prevailing there to.

5. Each of the tender document is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself /themselves with the general conditions, special conditions, of contract etc. as laid down. Any tender with any of the documents not so signed will be rejected.

6. The tender form must be filled in English and all the entries must be hand written in Ink. If any of the documents is missing or not signed, the tender shall be considered invalid.

7. Neither erasers nor over writings shall be made in the price schedule or any where in the Tender documents. Every correction shall be made by crossing the pen across the incorrect or un-required portion and writing the correct or required portion above. Any corrections shall bear the dated initials of the Tenderer.

8. The intending tenderer shall deposit with earnest money by DD/ cheque/ cash in favour of Ichalkaranji Textile Development Cluster Ltd., Ichalkaranji. Payable at Ichalkaranji of Rs.4850/- (Rs. Four Thousand Eight Hundred Fifty only), the EARNEST MONEY, as a guarantee of good faith which amount shall be forfeited as liquidated damages in the event of any waive, refusal or delay in signing the contract. The deposit of the unsuccessful Tenderers will be returned without interest

immediately after a decision is taken regarding the award of the contract. The Earnest Money of the successful tenderer will be adjusted towards Security Deposit. A Tender not accompanied by Earnest Money Deposit will not be considered.

9. The successful tenderer shall have to pay, 2 % Security Deposit in addition to 1 % EMD and balance amount of security Deposit will be recoverable through Running Accounts Bill.

In the event of failure of the tenderer to pay cash Security deposit within 10 days (unless extended in writing by the Owner) from the date of receipt of notice (sent by Registered Post) of acceptance of his Tender, the amount of Earnest Money shall be forfeited, and the acceptance of his tender, shall be considered as withdrawn. Except that in the event of the notice of acceptance of the tender not being issued within 90 days of the date of opening of tenders, the tenderer shall have the option (to be intimated in writing in good time before the expiry of 90 days period) of withdrawing his tender, in which case the Earnest Money should be refunded in full. All the tenders shall be kept open for 90 days from the date of opening of the tenders.

The successful tenderer shall be bound to enter in to the contract by signing an agreement in accordance with the agreement and conditions of the contract.

10. In addition to the money paid under paragraph 8 and 9 above, and as further security for the due fulfillment to the contract, FIVE PERCENT of the values of the work done will be deducted from each payment to the contractor and held as retention amount. On the Architect's certifying too the completion of the work the contractor would be paid FIFTY PERCENT of the retention and the remaining FIFTY PERCENT will be retained for a further period of twelve months after the completion certificate is issued by the Architect.

11. All compensations or other sum of money payable by the contractor to our clients under the terms of this contract may be deducted from the Security Deposit or from any sum or sums that may be or may become due to the contractor on any account what ever and in the event of the Security Deposit being reduced by reason of any such deductions the contractor shall, within 15 days of being asked to do so, make good in cash or cheque any sum or sums which may have been deducted from his Security Deposit.

12. Company shall not concerned with any rise or fall in the prices of any materials. The rates quoted including any enhanced labour rates etc. which may be enacted from time to time by the State or Central Government. Under no circumstances shall our clients be held responsible for compensation or loss to the contractor due to any increase in the cost of labour or materials.

13. The rate quoted by the contractor shall include all eventualities such as heavy rain, sudden floods etc. which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued by the

Architect to the contractor, our clients will not be responsible for such damage or wash out of the construction work.

14. In case where the same items of work is mentioned at one or more places in the schedule of quantities the lowest of the rates quoted by the contractor for item shall be taken for the payment of this item.

15. Time is the essence of the contract. The work should be completed in three calendar months from the date of the work order issued to the contractor to commence the work. The successful contractor will have to give a schedule of various items of work to be done so that the work gets complete within the stipulated time.

16. If the contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended date of completion, he will have to pay Rs. _____ (Rs. _____) per week as liquidated damages for each work, beyond the date the works remain incomplete.

17. In case of B-1 Tender, the tenderer shall enter in the blank space on Page of this tender form the percentage in figures and words and score out one of the words : below/above as necessary under his attestation . In case there is difference between percentage written in figures and words, the lowest offer will be taken as final.

18. In case of B-2 Tender, the contractor should quote rates in Rupees and paise both in words and figures. The amount of each item should also be worked out by him and requisite total given. The contractor should particularly note the units on which the rates are based. In case of difference between the rates, written in figures and words the rates adopted by the contractor for working out the total amount of the item, shall be taken as correct. In other cases the correct rate would be that which is lower. All the columns in the schedule should be filled in by ink.

19. The following information shall be submitted by the Tenderer along with the submission of Tender :

a) A list of details of work of similar type and magnitude carried out by the contractor.

b) A list of other works tendered for and in hand as on the date of submission of this Tender.

c) A list of details of plant immediately available with the tenderer for use on this work.

d) A list of details of Technical personnel with the tenderer.

e) Certificate of registration as approved contractor in the appropriate class or true copy duly attested by Gazetted Officer (In case of Registered Contractors.)

f) An upto date and valid Income Tax clearance certificate in original or true copy thereof duly attested by Gazetted Officer.

g) In case of partnership firm, attested copy of partnership deed and power of attorney should be attached.

20. The quantities contained in the schedule are only approximate. The work actually carried out and done will be measured from time to time for which payment will be made subject to the terms and conditions of the contract.

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

22. Our clients do not bind themselves to accept the lowest or any tender and reserve themselves the right to accept or reject any or all tenders in whole or in part, without assigning any reasons for doing so.

23. This notice inviting tender shall form part of the Tender agreement.

Contractor

Managing Director

SPECIAL CONDITIONS

1. A schedule of probable quantities in respect of each work and a specification accompany these special conditions. The schedule of probable quantities is liable to alterations by omissions, deductions at the discretion of the Architect. Each tender should contain not only the rates but also the value of the each items should be total in order to show the aggregate value of the entire tender. All corrections in the tender schedule shall be duly attested by the dated initials of the tenderer. Corrections which are not attested may entail the rejection of the tender. The Owners does not undertake to carry out the whole of the work as shown on the plans and taken in the schedule of quantities and reserves the right to modify the same or any part thereof. The contractor shall not be allowed any compensation or damages for the work which is so dropped or cancelled by the Owner.

2. The Tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a Tender and for entering into a contract and must examine the Drawings and must consider and inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work, and all matters appertaining thereto.

3. The rates quoted in the tender shall include all charges for double scaffolding centering materials, water and meter charges, temporary plumbing , cost of cistern, hire for any tools and plants, sheds for materials, making out and the clearing of site and watering the concrete as mentioned in the specifications. The rates quoted by the Tenderer in the schedule of probable quantities will be deemed to be for the finished work to be measured in site. The rates shall be inclusive of Sales Tax, Octroi duty, Works Contract Tax, or any other duty levied by any Government of Maharashtra or public Bodies. The rates shall be firm and shall not be subject to variations.

4. Rates for items which are not included in schedule of quantities shall be settled by the Architects.

5. The calculations made by the tenders should be based upon probable quantities of the several of work which are furnished for the Tenderer's convenience in the schedule of quantities, but it must be clearly understood that the contract is not a lump sum contract, that neither the probable value of the entire tender will form part of the contract and that the Owner or the architects do not in any way assure the Tenderer or guarantee that the said probable quantities are correct or that the work would correspond thereto.

6. Tenders will be considered only from recognized Building contractors. Each Tenderer shall submit with his Tender, a list of Building schemes of like nature he has executed giving details as to their magnitude and cost, the proportion of the work done by the contractor in it and the time within which works were completed.

7. Special attention of the Tenderer is drawn to the alternative items in the schedule of probable quantities, the rates and amount of these alternative items shall be duly filled in and the Tenderer is informed that his Tender will not be considered unless the rates are given for these items. The Architect reserve the right to adopt any of the alternative items, either in scrutinizing and deciding upon the tenders or later when the works are being executed.

8. The contractor shall carry out all the R.C.C. work strictly in accordance with the Drawings, details & instructions of the Architects and the Structural Engineer, changes have to be made in the R.C.C. design, the contractor shall carry out the same without any extra charges. The Architect's decision in such cases shall be final and shall not be open to arbitration.

9. Figured dimensions are in all cases to be accepted in preference to scaled sizes. Large-scale details take precedence to scaled sizes. Large scale details take precedence over small scale drawings. In case of discrepancy the contractor is to ask for explanation before proceeding.

10. The Architect reserves the right of altering the Drawings and nature of the work and adding to or omitting any item of work or having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without the prejudice to the contract.

11. The contractor shall give all notices and pay all fees and shall comply with all Acts and Regulations for the necessary execution of contract. The contractor himself shall meet the Owner or the Architect or his representative whenever required and so informed by the Owner or the Architects.

12. The contractor shall arrange for supply and maintain a continuous supply of potable quantity of water to the site of work and pay all expenses in connection therewith. If necessary he shall make arrangements for sufficient storage of water as directed by the Architect. The contractor shall allow the use of water for other work on the site done by other contractor if any.

13. The contractor shall make arrangements for and maintain, at his own expenses sufficient service of Electric light and power as shall be deemed necessary by the Architects.

14. The contractor shall at his expenses provide for all necessary storage on the site or in specified area for all materials belonging to him, other sub contractor or the Owner such as steel, timber, cement, lime, tiles, doors and windows and such other material which are likely to deteriorate by the action of the sun, rain or other natural causes due to exposure in the open, either in the compound or in the stores in such a manner that all such materials tools etc. shall be duly protected from damage by weather or other cause. All the storage sheds shall be erected to the satisfaction

of the Architect. Particular care shall be taken in Building the store for cement, which shall be completely water proof and provided with a raised wooden floor as also arrangement for locking it. On completion of the contract all the storage sheds shall be cleaned away and the whole compound left in good condition unless otherwise directed by the Architect.

15. The contractor is to construct and maintain proper benches at the intersection of all main walls in order that the lines and levels may be accurately worked at all times. These benches will consist of pairs of sagwood posts of minimum 3" diameter driven in to the ground at suitable distance as directed, the sops to be checked and connected with battens of adequate length into which will be driven wire nails along the center lines of columns and walls, inside and outside faces of foundations trenches etc. in order that lines can be stretched between the benches and the accurate intersection of foundation trenches, center lines of walls, columns etc. may be clearly indicated.

16. The contractor shall provide and maintain at his own expense electrically or mechanically driven pumps and / or other plant to the satisfaction of the Architect for the above purpose until the building are handed over. The contractor shall arrange for the disposal of any accumulated water to the satisfaction of the Architect and of local authorities.

17. The whole of the work will be thoroughly inspected by the contractor and all deficiencies and defects put right. On completion of such inspection, the contractor shall inform the Architect in writing that he has finished the work and it is ready for the Architect's inspection. On completion the contractor shall clean all Windows and Doors including cleaning and oiling of all their hardware inside and outside all floors, staircases and every part of the Building. He will leave the entire Building neat and clean and ready for immediate occupation and to the complete satisfaction of the Architect.

18. The contractor on starting the work shall furnish to the Architect a programme for carrying out the work stage by stage in stipulated time. The record showing the progress of work weekly shall be maintained.

19. The contractor must not assign the contract. He should not sublet any portion of the contract except with the written consent of the Architects.

20. The contractor shall carry out all the R.C.C. work strictly in accordance with the Drawings, details and instructions of the Architects and the Structural Engineer, changes have to be made in the R.C.C. design, the contractor shall carry out the same without any extra charges. The Architect's decision in such cases shall be final and shall not be open to arbitration.

21. The contractor will be responsible for the safety and the structural soundness of the Building during progress of all the works, and for a further period of 12

months from the date of issue of certificate of completion of work by the Architect. Any defects in workmanship or materials during the time of works progressing or the maintenance period shall replace or made good by the contractor at his own cost as provided in the contract.

22. No Escalation clause will be applicable for the project up to one year from date of commencement. If delay for more than one year on owner's part, the escalation will be limited maximum up to 10% of value of work done (excl. cost of material supplied by owner) after one year as per the formula attached.

Contractor

Managing Director

GENERAL CONDITIONS

1. DEFINITIONS

a) The term “At own cost” shall mean that the contractor shall at his own cost furnish material and labour to complete the item of works to which the term is applied. Rates of various items in the schedule of quantities shall be inclusive of such item.

b) “As indicated” shall mean as indicated in any of the contract documents.

c) “As Directed” shall mean as directed by the Owner or Architects.

d) “The Owner/Owner” shall mean Ichalkaranji Textile Development Cluster Ltd. Ichalkaranji.

e) “Bills (or schedule) of quantities” shall mean the list of items giving the quantities and description of work comprised in this contract. The rates in the Bills of quantities shall apply in assessing the value of the work as carried out.

f) “Day work” shall mean the method of valuing work on the basis of the time spent by the workman, the materials used and the plant employed.

g) “Price cost” (or the initials ‘P.C.’) shall mean the net sum entered in the Bills of quantities by the quantity surveyors provided to cover the cost of or others for specific articles of materials to be supplied or work to be done .

h) “Site” shall mean the site of the contract works as shown bounded Red on the site plan attached hereto including any buildings and erections thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Owners for the contractor’s use.

i) “This contract” shall mean the Articles of Agreement, there conditions, the special conditions, the priced schedule of quantities, the specifications, the Appendix and the Drawings etc.

j) “Act of Insolvency” shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act of the Provincial Insolvency Act or any amending statue.

k) “Notice in writing” or written notice shall mean a notice in written, typed or printed characters sent unless delivered, personally or otherwise proved to have been received by registered post to the last known private or business address or registered office of the addressed and shall be deemed to have been received, when the ordinary course post it would have been delivered.

l) “Provisional Sum” shall mean any sum or money fixed by the Owner and included in the Bills of the quantities to provide for work not otherwise included therein or for unforeseen contingencies arising out of the contract. It is intended to expend, either wholly or in part, under the Owners direction and at his discretion in accordance with the conditions of contract.

m) “Virtual Completion” shall mean the work is in opinion of Architects, has been completed.

n) “Schedule of Basic Price” shall mean the schedule in which the contractor can insert the basic prices of the materials upon which his tender has been computed.

o) “Certificate of Architect” shall mean the clear certificate regarding the value of work done by the contractor in accordance with the contract and duly verified and measured by Architect.

2. PRELIMINARIES

The documents comprising in the contract shall be :

- 1) Tender notice.
- 2) Form of Tender (Letter from the contractor)
- 3) Notice to contractor.
- 4) Special conditions.
- 5) General conditions.
- 6) Conditions of contract.
- 7) Articles of agreement.
- 8) Schedule-A : Regarding supply of materials.
- 9) Schedule-B : Schedule of quantities to be executed by the contractor.
- 10) Detailed specifications of various work.
- 11) Drawings.

3. SITE OF WORK

The site of the works is at South side of Main road in Deshabhakta Babasaheb Khanjire Nagar, Industrial Estate, Ichalkaranji, Dist. Kolhapur

4. ASCERTAINED AND LIQUIDATED DAMAGES

Pay the sum indicated in the Appendix to the conditions of contract as ascertained and liquidated damages for each week or part of a week that the works, remain incomplete after the contract date for completion.

5. ANNOYANCE TO NEIGHBOUR

To everything possible so as to cause lesser inconvenience to the occupants of neighboring properties, if any, for this purpose allow for following directions of executing any works which in the opinion of the Architects, are at any time considered necessary.

6. TREASURE TROVE TEC.

Handover to the Architect and treasure trove, coins or objects of antiquity which may be found on the site.

7. SUBLETTING

Do not sublet to other persons any part of the works without the consent in writing of the Architect.

8. PROTECTIVE CLOTHING

Provide all necessary protective clothing for the operatives. Keep at site a First Aid Box.

9. TEMPORARY ROADS

Provide and maintain all necessary temporary roads to the satisfaction of the Architect.

10. DRINKING WATER FACILITIES AND LAVATORIES.

Provide at suitable places covered drinking water accommodation for workers. Drinking water shall be provided in earthen pots or glass jars purchased from the company. Distribution of glass jars to workers all over the works will not be permitted, storage of which shall be restricted to confined spaces only. Provide adequate closet & sanitary accommodation for all workmen on site in addition to similar facilities already existing on site. These shall be in accordance with the rules and regulations in the local and public authority. Separate latrines shall be provided for men and women. Maintain the same in good working order and properly disinfected.

11. DUMPY LEVEL AND THEODOLITE

Maintain at all times a good Dumpy level and a theodolite at site in perfect working condition to enable the Architects to check the lines and level of work.

12. SAMPLES

Submit samples at own cost of all materials properly to be used for approval and as directed by the Architects. Samples will not be returned to the contractor.

13. TESTING OF WORKS AND MATERIALS

Arrange to test materials and / or portions of the works at own cost if required by the Architects in order to prove their soundness and efficiency if in the opinion of the Architects, after any such test the work of portion of works is found to be defective or unsound, it shall be pulled down and re-executed at own cost. Remove defective materials from site forthwith.

14. MECHANICAL PLANT

Besides the provision made in condition of contract provide to maintain in working order the power driven equipment during the construction of the works as indicated.

15. DIMENSIONS

Figured dimensions are to be taken in reference to scaled, large scale details supersede small scale, and all dimensions shall be checked by the contractor and discrepancies referred to the Architects.

16. KEEPING FOUNDATIONS AND WORKS FREE FROM WATER

Provide and maintain at own cost electrically or other power driven pumps and/or other plant for keeping foundation and works free from water. Continue to do so until the building are handed over to the owner, arrange for disposal of water to accumulated to the entire satisfaction of the Architects and the local authorities.

17. CONTRACTOR TO PROVIDE NOTICE BOARD

Provide if required two Notice Boards on proper supports each 10' x 6' high positions approved by the Architects. All for painting and lettering stating the name of the work, name of the Owner, name of Architects, name of the contractor. All letters except that name of the work shall be in letters not exceeding 2" in height and all to be approved by the Architects.

18. PROTECTION, WATCHING AND LIGHTING

Properly cover up and protect all works throughout the duration of works until completion particularly masonry, arises moulding steps terrazzo, or special floor finishing, staircases and balustrades, doors and frames, plaster angles, lighting and sanitary fitting glass, paint work and all finishes. The contractor shall provide all necessary temporary lighting required during the progress of the work and suitable night lighting for the proper protection of the works. No night work shall be done without the permission of the Architect and when permitted adequate lighting shall be provided at the contractor's expenses. The contractor shall also provide and pay the wages of all Gatekeepers and Watchman, for the effective protection of the works and materials at site. The Architects reserves the right to appoint such persons to be paid by the contractor.

19. VOUCHERS AND ORIGIN OF MATERIALS

Furnish the Architects with original voucher on request to prove that the materials are as specified . All material incorporated in the works shall be new and of the best quality obtainable. The Architects shall be the sole judge as to materials are suitable for use in the works.

20. RUBBISH

Keep site clean and tidy at all times to the approval of the work. Clear away all rubbish from time to time and on completion.

21. ACCESS TO WORKS

No Employee of the contractor, other than those authorised by the Architects shall be allowed to live on the site. Proper and convenient means of access to all parts of

the works shall be maintained at all time for the Owner and his representative or other persons authorised by him.

22. STORES ON SITE

Keep store book with (i)all folios numbered in ink, and (ii) all entries in ink to show materials received, issued for use on site and the balance left over from time to time (iii) Allow the Owner free access of store book at all times.

23. VARIATION ORDERS

Obtain “Variation Order” for items and rates not covered by the schedule of quantities within seven days of verbal or otherwise instruction from the Owner or the Architects.

24. SUB CONTRACTORS

The contractor shall as soon as practicable before the execution of the contract notify the Owner in writing of the name of the sub contractor if any.

Nothing contained in the contract, documents shall create any contractual relationship between the subcontractor & the Owner/Owner.

Contractor

Managing Director

DECLARATION OF THE CONTRACTOR

I hereby declare that I have made myself thoroughly conversant with the local conditions regarding all construction material (such as stone, sand, surkhi, murum etc.) and labour on which I have based my rates for this work, which are inclusive of all leads and lifts involved. The specifications and leads etc. of works have been carefully studied and understood by me before submitting this Tender. I undertake to use only the best materials approved by the Architects or his duly authorized assistant before starting the work and abide by his decision.

I hereby undertake to pay the Labourers engaged on the work as per Minimum Wages Act 1948 as amended from time to time and applicable to the zone concerned.

Signature of Contractor

CONDITIONS OF CONTRACT

CLAUSE - 1 : SECURITY DEPOSIT

After finalization of Tender, contractor shall pay 3%(Including 1% amount of EMD) sum towards Security Deposit. The accepted cost of contract shall be paid in cash or by Demand Draft only immediately before issue of works order and remaining 5% amount will be deducted through Running Accounts Bill for works done.

In the event of failure on the part of contractor in remaining initial Security Deposit within a period of Ten days or extended period if any from the date of finalization of tender, amount lodged towards Earnest Money deposit will be forfeited to Department without assigning any reason forthwith.

The Security Deposit lodged by a contractor shall be refunded after the expiry of three months from the date on which the final bill is paid, or after expiry of three date up to which the contractor has agreed to maintain the work in good order, whichever is later.

CLAUSE - 2 : COMPENSATION FOR DELAY

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall; through the stipulated period of the contract; be proceeded with, with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Architects (Whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tender for everyday that the work remains uncompleted or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceed one month to complete.

1/6 of the work in 1/4 of the time.

1/2 of the work in 1/2 of the time.

1/4 of the work in 1/4 of the time.

NOTE : The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the circumstances of each case and abide by the programme of detailed progress laid down by the Architects. The following proportion will usually be bound suitable

In 1/4 1/2 3/4 of the time reasonable progress of

1/6 1/2 3/4 of the total value of the work to be done.

earth work

-do- of

masonry

work

1/10 4/10 8/10

- Do -

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

CLAUSE - 3 : ACTION WHEN WHOLE OF SECURITY DEPOSITS FORFEITED.

In any case in which under any clause or clauses of this contract that the contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit (Whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Architects on behalf of the Department shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Department.

a) To rescind the contractor (for which rescission notice in writing to the contractor under the hand of Architects shall be conclusive evidence) and in that case the Security Deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Department.

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

c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted, out of his hands and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged and the cost of the work executed by the new contractor agency will be debited to the contractor and at the work or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Architects as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor. In case of contract shall be rescinded under clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Architect shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid

the amount so certified in the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractors and other allied expenses exceeding the value of such work credited to the contractor by Department under the contract or otherwise howsoever or from his Security Deposit or he sale proceeds thereof provided, however that contractor shall have no claim against Dept. even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that which ever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Engr./ Architects, the contractor shall no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements or made any advances on account of or with a view of the execution of the work or the performance of the contract.

CLAUSE-4 : ACTION WHEN THE PROGRESS OF ANY PARTICULAR PORTION OF THE WORK IS UNSATISFACTORY.

If the progress of any particular portion of the work is unsatisfactory the Architects shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in Clause-3 be entitled to take action under Clause-4 (b) after giving the contractor 10 day's notice in writing. The contractor shall have no claim for compensation for any loss sustained by him owing to such action.

CLAUSE-5 : CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 3 AND 4

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

CLAUSE-6 : EXTENSION OF TIME

If the contractor shall desire an extension of the time for completion of work on the group of his having unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Architects before the expiry of the period , stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Architect, if in his opinion there were reasonable ground for granting an extension grant such extension. as he thinks necessary or proper the decision of the Architects in this matter shall be final.

In case of delay in handing over the land required for the work due to unforeseen cause the contractor shall not be entitled for any compensation whatsoever from Department on the ground that the machinery or labour was for certain period retained idle, contractor may however apply for extension for time limit which may be granted on the merit of the same.

The contractor will not have any claim in case of delay by the Department of removal of tree or shifting raising removing of telegraph, electrical lines (over head and under ground) other structure if any which may come in the way of work However suitable extension can be granted to cover such delay.

CLAUSE -7 : FINAL CERTIFICATE

On the completion of the work the contractor furnished with a certificate by the Architects of such completions. But no such certificate shall be given nor shall the work be considered to the completed until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work doors windows walls, floor or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Architects in charge or where the measurements have been take by his subordinate until they have received approval of the Architects, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements, of this Clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work. The Architects may at the expenses of the contractor, remove such scaffolding, surplus, materials, and rubbish, dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in receipt of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE - 8 : PAYMENTS ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCE :

No payment shall be made for any work, estimated to cost less than Rs. One thousand till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall, on submitting a monthly bill therefor, be entitled

to receive payment proportionate to the part of the work then approved and passed by the Architect whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only, and not as payments for work actually done and completed, and shall not preclude the Architect from requiring bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed or re-erected, not shall any such payment be considered as 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 powers of the Architects as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within the one month of the date fixed for the completion of the work, otherwise the Architect certificate of the measurement and of the total amount payable for the work shall be final and binding of all parties.

CLAUSE - 9 : PAYMENT AT REDUCED RATES ON ACCOUNT OF ITEMS OF WORK NOT ACCEPTED AS COMPLETED TO BE AT THE DISCRETION OF THE ARCHITECT :

The rates for several items of works Est. to cost more than Rs. 1,000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Architect in charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

CLAUSE- 10 : BILLS TO BE SUBMITTED MONTHLY

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

CLAUSE - 11 : BILLS TO BE ON PRINTED FORMS

The contractor shall submit all bills on the printed forms to be had on application at the office of the Architect or Engineer. The charges to be made in the Bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

CLAUSE -12 : STORES SUPPLIED BY DEPT :

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the Department or if it is required that the contractor shall use certain stores to be provided by the Architect or Engineer (Such material & stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule of memorandum hereto annexed). The contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of the materials and stores so supplied shall be set off deducted from and sums than due, or there after to become due to the contractor under the contract or otherwise, or from the security deposit or the proceeds thereof, if the security deposit is held in Dept securities, the same or sufficient portion thereof shall in that case be sold for all purposes. All materials supplied to the contractor shall remain the absolute property of Dept and shall on no account be removed from the site of the work and shall at all times be open to inspection by the Architect or Employer. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to Department store, if the Architect or Engineer so required by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with consent of the Architect or Engineer and he shall have o claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him for any wastage in or damage to any such materials.

CLAUSE - 12 - A:

All store of controlled materials such as cement, steel etc, supplied to the contractor by Dept. Should be kept by the contactor under lock and key and they will be accessible for inspection by the Architect or Employer or his agent at all times.

CLAUSE-13 : WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION, DRAWING, ORDERS ETC.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the design, drawings and instructions in writing relating to the work signed by the Architects and lodged in his office and to which the contractor shall be entitled to have assess for the purpose of inspection at such office or on the site of the work during office hours. The contractor will as one certified copy of the accepted tender with the works order free of cost.

CLAUSE - 14 : ALTERATIONS IN SPECIFICATIONS & DESIGNS NOT TO INVALIDATE CONTRACTS.

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

EXTENSION OF TIME IN CONSEQUENCE OF ADDITIONS OR ALTERATION

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

CLAUSE - 15(1) : NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

If at any time after the execution of the contract documents the Engineer shall for any reason what so ever (other than default on the part of the contractor for which the Dept. is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the

contractor shall forthwith suspend or stop the work wholly or in part required, after having due to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety the roof provided that the decision of the Architect or Engineer as to the stage at which the work or any part of it could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

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

3) Where the Architect or Engineer required the contractor to suspend the work for period in excess of 30 days at any time or 60 days in the aggregate the contractor shall be entitled to apply the Architect or Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on the account of his having and to pay the salary of wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Architect or Engineer in charge in this regard shall be final and conclusive against the contractor.

NO COMPENSATION ON ACCOUNT OF LOSS DUE TO DELAY IN SUPPLY OF MATERIALS BY THE DEPARTMENT.

The contractor shall not be entitled to claim any compensation from the Department for the loss suffered by him on account of delay by Department in the supply of materials entered in Scheduled-A where such delay is caused by :

- 1) Difficulties relating to the supply of Railway wagons.
- 2) Force Measure.
- 3) Act of God.

4) Act of enemies of the State of any other reasonable cause beyond the control of Department

CLAUSE-17 : ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

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

CLAUSE- 18 : WORKS TO BE OPEN TO INSPECTION

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Architect and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Architects and his subordinate to visit the work shall have been given to the contractor, either himself to present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

CLAUSE - 19 : NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP

The contractor shall give not less than five day notice in writing to the Architect of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach or measurement any work without the consent in writing of the Architects or the subordinate in charge of the and if any work shall be covered up or placed beyond the reach of measurement

without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default there of no payment of allowances shall be made for such work or for the materials with which the same was executed.

CLAUSE - 20 : CONTRACTOR LIABLE FOR DAMAGED ONE AND FOR IMPERFECTION FOR THREE MONTHS AFTER CERTIFICATE

If during the period of 3 months from the date of completion as certified by the Architect pursuant to clause 8 of the contract of 3 months after commissioning the work, whichever is earlier in the opinion of the Architect the said work is defective in any manner whatever, the contractor shall forthwith on receipt of notice in that behalf from the Architects duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein strictly in accordance with and in the manner prescribed and under the supervision of the Architects. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and / or the complete the same as aforesaid as required by the said notice the Architects may get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the Dept. the amount of such costs, charges and expenses sustained or incurred by the Department of which the certificate of the Architects shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Department the same may be recovered from the contractor as areas of land revenue. The Department shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Department to the contractor either in respect of the said work or any other work whatsoever, or from the amount of the Security Deposit retained by the Department

CLAUSE -21 : CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING.

The contractor shall supply at his own cost all material (except such special materials, if any as may, in accordance with the contract, be supplied from the Dept. stores) plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work whether, in the original altered or substituted form and whether other documents forming part of the contract on referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Architect as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of person with the means and materials necessary for the purpose of the setting out works and counting, weighing and assisting in the measurement or

examination at any time and from time to time of the work or the material failing which the same may be provided by the Engineer in charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person, or which may with the consent of the contractor's to paid for compromising any claim by such person.

The contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connections therewith :

- (a) Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from a ladder or by other means.
- (b) A scaffold shall not be constructed, taken down or substantially altered, except
 - i) Under the supervision of a competent and responsible persons, and
 - ii) As far as possible by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and all ladders shall :
 - i) be of sound materials
 - ii) be of adequate strength having regard to the loads and strains to which they will be subjected, &
 - iii) be maintained in proper condition.
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be overloaded and so far as practicable the ; load shall be eventually distributed.
- (f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent persons.
- (h) Before allowing a scaffold to be used by his workmen the contractor shall whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.
- (i) Working platforms, gangways and stairways shall :
 - i) be so constructed that no part thereof can sag unduly of unequally.
 - ii) be so constructed and maintained. having regard to the prevailing conditions as to reduce as far practicable risks of persons tripping Or slipping, and
 - iii) be kept free any unnecessary obstruction.
- (j) In the case of working platforms, gangways working places and stairways at a height, exceeding 3 Mtr. (To be specified)
 - i) every working platform and every gangway shall be closely boarded, unless other adequate measures are taken to ensure safety
 - ii) every working platform and gangway shall have adequate width, and

iii) every working platform, gangway, working place and stair way shall be suitably fenced.

(k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the excess of persons or the transport or shifting of materials, be provided with suitable means to prevent the fall of persons or material.

(l) When persons are employed on a roof where there is a danger of falling from a height exceeding 5 Mtr. suitable precautions shall be taken to prevent the fall of persons or materials. (To be prescribed).

(m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.

(n) Safe means of access shall be provided to all working platforms and other working places.

(o) The contractors will have to make payment to the labourers as per Minimum Wages Act amended from time to time.

The contractor shall comply with the following regulations as regards the Hoisting Appliances.

(a) Hoisting machines and tackle, including their attachments, anchorages and supports shall

i) be of good mechanical construction, sound material and adequate strength and free from patent defects, and

ii) be kept in good repair and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.

(c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and re-examined in position at intervals to be prescribed by the Department.

(d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.

(e) Every crane driver or hoisting appliance operator shall be in properly qualified.

(f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold winch or give signals to the operator.

(g) In the case of every hoisting machine and of every chain, ring, hook shackle, swivel and pull block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.

(h) Every hoisting machine and all gear referred to in the preceding regulation shall be plainly marked with the safe working load.

(i) In the case of hoisting machine having variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.

(j) No part of any hoisting machine or of any gear referred to in regulation 7 above shall be loaded beyond the safe working load except for the purpose of testing.

(k) Motors, gearing, transmissions, electric wiring and other dangerous part of hoisting appliance shall be provided with efficient safeguards.

- (i) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- (m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.

CLAUSE-22 : MEASURE FOR PREVENTION OF FIRE.

The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Architect.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass etc. by fire, the contractor shall taken necessary measures, to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make hid own arrangements for drinking water for the labour employed by him & provide sanitary & other arrangement.

CLAUSE 23 : LIABILITY OF CONTRACTOR FOR ANY DAMAGE DONE IN OR OUTSIDE WORK AREA.

Compensation for all damages done intentionally or unintentionally be contractor's labour whether in or beyond the limits of Dept. property including any damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Architect or Engineer in charge or such other officer as he may appoint & the estimates of the Architect or Engineer in charge subject to the decision of the Architect or Engineer on appeal shall be final and contractor shall be bound to pay the amount of the assessed compensation on demanded failing which, the same will be recovered from the contractor as damages in the manner prescribed in clause - 1 or deducted by the Architect or Engineer in charge from any sums that may be due or become due from Dept. to contractor under the contract or otherwise. The contractor shall bear the expense of defending any actual or other legal proceedings that may be brought by any persons for injury sustained by him owing to neglect of precaution or prevent the life and he shall pay any damages, and cost that may be awarded by the Court in consequence.

CLAUSE - 24 : EMPLOYMENT OF FEMALE LABOUR.

The Employment of female labourers on works in neighborhood or soldier's barracks should be avoided as far as possible.

CLAUSE - 25 : WORK ON SUNDAY

No work shall be done on Sunday without the sanction in writing of the Architect or Engineer in charge.

CLAUSE - 26 : WORK NOT TO BE SUBLET.

CONTRACTOR MAY BE RESCINDED AND SECURITY DEPOSIT FORFEITED FOR SUBLETING IT WITH OUT APPROVAL OR FOR

BRIBING A PUBLIC OFFICER OF IF CONTRACTOR BECOMES INSOLVENT. :

The contractor shall not be assigned or sublet without the written approval of the Architect or Engineer in charge. And if the contractor shall assign or sublet is contract attempt so to do, or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe gratuity, gift, loan, perquisite, reward of advantage pecuniary or otherwise shall either directly or indirectly be given, promised, or offered by the contractor or any of his servants or agent, to any public officer or person in the employment of Dept. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Architect or Engineer in charge may there upon by notice in writing rescind the contract, and the Security Deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Dept. and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

CLAUSE - 27 : SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS :

All sum payable by contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Dept. without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained

CLAUSE - 28 : CHANGES IN THE CONSTITUTION OF FIRM TO BE NOTIFIED.

In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the contractor to the Architect or Engineer in charge for his information

CLAUSE - 29 : DIRECTION AND CONTROL OF THE ARCHITECT OR ENGINEER

All works to be executed under the contract shall be executed under in all respect of the Architect or Engineer, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

CLAUSE - 30 : DECISION OF THE ARCHITECT OR ENGINEER SHALL BE FINAL

Except where otherwise specified in the contract and subject to the powers delegated to him by the Dept. under the code, rules, then in force, the decision of the Architect or Engineer shall be final, conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specifications, Designs, Drawings and instructions herein before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other questions., claim, right, matter or thing what so ever, in any way arising out of or relating to the

contract Designs, Drawings, Specifications, estimates, instructions, orders of these conditions or otherwise concerning the works or the executing, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

CLAUSE - 31 : ACTION WHERE NO SPECIFICATION

In the case of any class of work for which there is no specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specifications, and the event of there being no Divisional specification, then in such case the work shall be carried out in all respect in accordance with all instructions and requirements of the Architect or Engineer in case.

CLAUSE - 32 : DEFINITION OF WORK

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

CLAUSE - 33 : CONTRACTOR'S PERCENTAGE WHETHER APPLIED TO NET OR GROSS AMOUNT OF BILL

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

CLAUSE - 34 : REFUND OF QUARRY FEES AND ROYALTIES

All quarry fees, royalties, octroi dues and ground rent for stacking materials, if any should be paid by the contractor, who will however, be entitled to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Architect or Engineer in charge that the materials were required for use on Dept. work.

CLAUSE-35 : COMPENSATION UNDER THE WORKMAN COMPENSATION ACT.

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable/ paid by the Owners as principal under Sub Section (1) of section-12 of the said Act on behalf of the contractor, it shall be recoverable by the Owner from the contractor under sub section (2) of the said section. Such compensation shall be recovered in the manner laid down.

The contractor shall be responsible for and shall pay the expenses of providing aid to any workmen who may suffer a bodily injury as a result of an accident. If such

expenses are incurred by the Owner the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy in the manner laid down.

The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of persons employed on the site, shall maintain the same condition suitable for immediate use at any time.

CLAUSE - 36 : CLAIM FOR QUANTITIES ENTERED IN THE TENDER OR ESTIMATES

1) Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.

2) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as subject to any special provision contained in the specifications prescribing a different percentage of permissible variation in the quantity of the item does not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit at the rate of the items specified in the tender is not more than Rs. 5,000/-

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

(Rs

4) This clause is not applicable no extra items :
Claims arising out of reduction in the tendered quantity of any item beyond 25 percent will governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs. 5,000/- Only. This reduction is exclusively of the reduction mentioned in Clause No, 2, 1, 4 of work and site condition.

5) There is no change in the rate if the excess is less than or equal to 25 percent. Also there is no change in the rate if quantity of work done is more than 25 percent of the tendered quantity, but the value of the excess work at the tender rates does not exceed Rs. 5,000/-

6) The quantity to be paid at tender rate shall include :

- a) Tendered quantity plus,
- b) 25 percent excess of the tendered quantity or the excess quantity of the value of Rs. 5,000/- at the tendered rate whichever is more.

CLAUSE-37: CLAIM FOR COMPENSATION FOR DELAY IN STARTING THE WORK

No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in case of clearance works, on account of any delay in according sanction to estimate.

CLAUSE-38 : WAGES TO BE PAID TO THE SKILLED AND UNSKILLED LABOURERS ENGAGED BY THE CONTRACTOR

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

The contractor shall comply with the provision of the Apprentices Act 1961 and the Rules and orders issued there under from time to time, if he fails to do so , his failure will be a breach of the contract and the Architect may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of Act. The contractor shall pay the labourers skilled and unskilled according to wages prescribed by Minimum Wages Act applicable to the area in which the work lies.

CLAUSE - 39 : TAXES :

The tendered rates shall be inclusive of all taxes. rates and cesses and shall also be inclusive of the Tax levy in respect of works contract under the provision of Maharashtra Sales Tax on transfer of property in goods involved in the execution of works contract act 1985 (Maharashtra Act No. XIX of 1985) (Circular No. CAT-1085/CR-350/Bldg.2, dated 10 th June 1987)

CLAUSE 40 : AGREEMENT FEE

The successful contractor will have to enter in to agreement in from specified on a stamp paper of required amount. The stamp charge shall be borned by contractor.

Contractor

Managing Director

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this _____ day
of _____ BETWEEN _____

(Hereinafter called "" **The Owner** "") of the ONE PART

AND

(or whose Registered Office is situated at _____

(Hereinafter called ""**The Contractor** "") of the OTHER PART.

WHEREAS the Employer is desirous of Construction of

in S. No./ Gat No. _____

At _____ and has caused Drawings and specifications
describing the works

to be done to be prepared by ITDC the Architects and WHEREAS the said
Drawings numbered to inclusive, the specification and/or the schedule of quantities
have been signed by or on behalf of the parties hereto AND WHEREAS the
contractor has agreed to execute upon and subject to the conditions set forth herein (
HEREINAFTER referred to as "The said conditions" the works shown upon the
said Drawings and / or described in the said specifications and include in the said
schedule of quantities at the rates therein so forth amounting to the sum of therein
arrived at or such other sum as shall become payable there under (hereinafter
referred to as "The said Contractor Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

1) In consideration of the said contract amount to be paid at the times and in
the manner set forth in the said conditions, the contractor shall upon and subject
to the said condition execute and complete the works shown upon the said
Drawings and described in the said specification and / or the schedule of quantities.

2) The Owner shall pay the contractor the said contract amount or such other sum as shall become payable at the times and in the manner hereinafter specified in the said conditions.

3) The term ""The Architects " in the said conditions shall mean said,Shri / M/s. _____

Architects or, in the event of his death or ceasing to be the Architects for the purpose of this contract, such other persons as shall be nominated for the purpose of the contract, such other person as shall be nominated for that purpose by the Owner, not being a person to whom the contractor shall object or reasons considered to be sufficient by the Arbitrator mentioned in the said conditions provided always that no persons subsequently appointed to be Architect under the contract shall be entitled to disregard or over rule any previous decision or approval of direction given or expressed by the Architect for the time being.

4) The said conditions, special conditions, Appendix Standard specification and all the papers attached hereto shall be respectively read and as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the condition as and perform the agreements on their part respectively in such conditions contained.

5) The term R.C.C. Specialist refers to the name of _____ as mentioned above or persons as may be appointed by the Architect for the purpose.

6) The plans, agreement and documents mentioned herein shall form the basis of this contract.

7) This contract is neither a fixed lump-sum contract nor a piece work contract, but is a contract to carry out the work in respect of the entire Buildings to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.

8) The Owner through the Architect reserves to himself the right of altering the Drawings and nature of the work of adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

9) The time shall be considered as of the essence of the Agreement and contractor hereby agrees to commence the work soon after the site is handed over to him as provided for in the said conditions and to complete the entire work within _____ calendar months subject nevertheless to the provisions for extension of time.

10) The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to conditions and stipulations and perform the Agreements on their parts, respectively in such conditions contained.

11) All disputes arising out or in any way connected with this Agreement shall be deemed to have arisen in _____ - _____ and only the Court at _____ shall have jurisdiction to determine the same.

12) The several parts of this contract have been read to us and fully understood by us.

AT WITNESS our hands this _____ day of _____ 19 _____

Signed by the contractor : _____
(The contractor with Address)

in the presence of

(1): _____

(2): _____

Signed by the Owner : _____
(The Owner with Address)

in the presence of

(1) _____

(2) _____

Contractor

Managing Director

DETAILED SPECIFICATIONS

Note : 1) Concrete, Steel, Paints etc. shall conform to the I.S.I. except otherwise specified.

2) The mode of measurement shall generally follow IS-1200 (Revised) along with other applicable parts except otherwise specified.

SECTION -A

EXCAVATION :

The excavation shall be carefully to the levels, shapes and dimensions as shown in figures on the Drawings or as required by the Architect to receive bed concrete. Should any of the excavation be taken down below the proper levels the contractor shall fill in such excavation if so instructed by Architect at his own expenses with M-100 concrete, well rammed in position until it is brought upto the proper level. Filling in with excavated material will not be allowed for this purpose, however the Architects decision shall be final in such cases.

If the foundation pits and trenches are made broader, or longer than that shown on drawings, the extra breadth and length shall be filled in with earth, rammed hard after the foundations are built. The contractor shall at his own expense and without extra charge, make provision for all shoring, strutting, pumping, dredging or bailing out water. The foundations shall be kept free from water while the work is in progress. The contractor shall also remove such portions of boulders or rock, as are required to make the bottom of the foundations horizontal and level. The foundations shall be inspected and passed by the Architect before any filling work is commenced.

The excavated useful stuff shall be used for filling up the sides of the foundations and between the plinth walls in layers not exceeding 23 cm. properly rammed and watered. All surplus earth left over shall be either spread or deposited on the site as required by the Architects or shall be carted away at places directed by the Architect before any filling work is commenced.

The measurement of work shall be extra length, width and depth of the foundations according to and as shown on the Drawings of the Architects and the depth shall be measured vertically. It shall be paid per Cubic Metre, and the work shall be measured as per Drawings only.

Any excavations shall include labour for excavation, spreading or sticking the excavated stuff within a radius of 15 Mtr. on the site of work.

No extra shall be allowed for planking and strutting or shoring of sides of excavation provided for preventing the sides from sliding.

SECTION -B

MATERIALS :

Note : Wastage : The contractor shall allow in his rates for all materials, used or to be used for this work by him

STONE :

Stone for rubble masonry shall be the best of its kind, sharp angels and free from flakes, of qualities approved by the Architect.

Stone for cut stone work or masonry work shall be the best of its kind, sound, durable, free from flows, cracks, veins, crystals, salt, cavities or other defects and it shall be of uniform texture. No earthy discoloured or weathered or water born stones shall be used. All stones shall be laid on their natural beds and properly bounded in the work. It shall be from a quarry approved by the Architects. Stones should confirm to I.S. specification.

SAND :

Sand to be used in concreting shall be clean and of approved quality and from approved places by Architect, free from salt, dust or other impurities. It shall be washed with clean water, if required, before use. Screened sand shall be used for plaster and masonry work. Sand should conform to I.S. specification. No extra charges shall be paid for washing or screening or wastage of sand.

METAL :

Metal for concrete in foundation work shall not be larger than 40 mm gauge or smaller than 25 mm and should be free from all dust or earthy substances and of stone approved by the Architect. Flat stone chippings shall be rejected. Metal for R.C.C. work No-1 may be 6 mm to 12 mm and No-2 may 12 mm to 20 mm size (Coarse aggregate in R.C.C.) The larger aggregate (No-2) shall pass through 25 mm dia Meter mesh but not through 12 mm dia mesh. The smaller aggregate (No-1) shall pass through 12 mm dia mesh but not through 5 mm dia mesh. Metal No-3 for plain cement concrete may be 40 mm to 25 mm and shall pass through 40 mm. dia mesh but not through 25 mm dia mesh. The crushing strength of the metal shall be as per I.S. specifications. All metal shall be as per I.S. specifications. All metal shall be of approved quality by the Architect.

MILD STEEL, TOR STEEL, STRUCTURAL STEEL ETC. :

All steel work shall comply with the Indian standard specifications for structural steel as well as that for reinforcement. The surfaces shall be free from rust. All steel shall be tested and shall be of Tata's or other equivalent manufacturers and approved by Architects. All steel should confirm with the latest IS-226 and IS-432 as applicable. All steel shall be tested in Laboratory before putting it in use and test results shall be submitted to the Architect for approval. If test results are not upto the standard, then Architects may reject the steel.

Reinforcing bars and rods 6 mm or higher in dia M shall be supplied by the Employer if possible and the rates and place of delivery mentioned in scheduled- A of the tender documents.

The Bars and Rods shall place firm indents of his monthly requirements not less than three months in advance. The contractor shall place firm indents of his monthly requirements not less than three months in advance. The contractor shall be responsible for all consequences that may arise of his failure to comply with the same.

The storing arrangements shall be such as to afford convenience of the inspection and check of materials. Bars of the same size, length, shape and grade shall be assembled in stack and marked distinctly.

The contractor shall at all times, maintain proper records showings the basis of indents, the receipts and the utilisation of the steel supplied by the Employer and these shall at all times be open for inspection by the Architects.

The steel bars shall be issued on the basis of weight of steel. The weight shall be arrived at by measuring the lengths of the bars and multiplying by same by the standard weights as per unit length given in the Table below, for any other sizes not included in the Table standard weights as per the manufacturers catalogue shall be used. The length shall be measured to the nearest ten cms. any fractions of less than 5 cms. being neglect and fraction of 5 cms. or above taken as 10 cms.

A wastage of 5 % for RCC & structural steel work shall be considered for billing.

SECTION - C CONCRETE AND MORTAR

CEMENT CONCRETE FOR FOUNDATION WORKS :

All cement concrete for foundations shall have the mix as specified on the Drawings or as per instructions in writing by the Architects. If hand mixed, the several materials shall be accurately used than necessary to sufficiently wet the materials. It should be deposited gently in the trenches in horizontal layers of not more than 15 cm. thick and gently levelled by suitable rammers. No more concrete shall be mixed than can be used within half an hour. After laying, the concrete shall be kept wet for the requiring curing period. Rate shall be per Cubic Metre.

NOTE - Hand mixing will only be allowed if the total quantity of work is very small.

Concrete should confirm to I. S. specifications.

PROPORTIONS :

The various mixes of concrete, in the various parts of the work will be specified on the Drawings and shall be accurately followed. The quantity of water used shall be the minimum required for workability and shall be varied as required to suit humidity and the moisture content of the aggregate and sand and to produce concrete having the specified slump.

DESIGN OF CONCRETE MIXES :

If the concreting is to be done either on volumetric basis or by weight batching, then in such cases the contractor has to submit the design mix alongwith the best results for such specified concrete mix, to the approval of the Architects. However, for normal curing such test results shall be subimitted after a period of 7 days curing and 28 days curing, after casting of concrete cubes, as specified for design mix. Testing of concrete cubes shall be done in the Laboratories approved by the Architects. If a particular or specified design mix gives satisfictory rresults, then the contractor has to make the variations in design mix up such a way that the disign mix gives the desired rresults for that specified mix, subject to the approval of the Architects to such results. If design mix is to be used then it must be got approved by the Architects prior using the same in the Item.

MANIPULATION AND WORKMANSHIP

Mixing : An approved mechanical batch mixer shall be used. The mixer and mixing platform shall be suitably protected from wind and rain. The aggregate and cement shall be first mixed dry and then after addition of water. Mixing shall be carried out until the concrete is of even colour and consistant throughout. The mixing of concrete of different mixes shall not be allowed to be carried out at one time, by the same mixer.

REINFORCED CONCRETE :

Aggregate for reinforced concrete shall be of stone metal sharp, clean and angular approved by the Architects, shingle will not be allowed.

Cement concrete for reinforced concrete work and/or plain concrete work, unless otherwise specified shall consists of M-80, M-100, M-250, M-350, M-400, M-300 or such mixed as the Architects will direct from time to time during construction work.

MIXING :

The aggregate sand and shall be washed of all dust and slit before using. The materials shall be accurately measured and mixing as per approved design mix by the Consultants in a machine in throughly or as on volumetric basis. The concrete shall have a specific slump.

When proportions are specifically required by weight, they shall be mixed so.

Consistency

The consistency of the concerxte shall be determined at all times by means of a slump con test, the slump for concrete in the various members, shall not exceed the following :

- 1) Precast work 35 mm slump
- 2) Footings and Raods -30 mm slump
- 3) Columns 50 mm slump
- 4) Walls (R.C.C) 50 mm slump
- 5) Footer Slab 40 mm slump
- 6) Beams and Lintels 50 mm slump

The slump test shall be carried out as per I.S.I Care should be taken ensure that a representative sample is taken.

STRENGTH :

Ordinary concrete mix on volumetric basis shall have crushing strength as per IS-456 specifications. Ordinary concrete mix shall minimum cement bags per cu. m. as given below:

| No. | Concrete Grade | Concrete Mix. | Minimum Cement Bags/M3 |
|-----|----------------|---------------|------------------------|
| 1. | M-75 | 1 : 4 : 8 | 3.20 Bags. |
| 2. | M-100 | 1 : 3 : 6 | 4.40 Bags. |
| 3. | M-150 | 1 : 2 : 4 | 5.90 Bags. |
| 4. | M-200 | 1 : 1 1/2 : 3 | 8.08 Bags. |
| 5. | M-250 | 1 : 1 : 2 | 9.90 Bags. |

TEST :

The contractor shall as and when directed by the Architects cast 15 cm (6") cubes of the concrete of approved design mix being used in the work and after curing shall get them tested. The cost of all testing shall be borne by the contractor. Forms for

such test cubes shall be provided by the contractor. The test results for such concrete cubes shall be submitted by contractor to Architects for approval. Concrete mix for shell roof shall be controlled concrete M-200. The design mix shall be approved and tested from recognised Laboratory.

PLACING OF CONCRETE :

Concrete shall be placed in moulds within 15 minutes of its being mixed with water. Mechanical vibrator shall be used while laying concrete for walls, slabs, columns and Beams, footings etc. for carrying up concrete, a mechanical power driven hoist shall be used, if so required by the Architects.

FORM WORK (GENERAL) :

Shuttering shall be either of hard wooden planks 37 mm. thick or ply wood shuttering of 30 mm. thickness or of steel plates stiffened by iron angle and all approved by Architects. All shuttering work shall be supported on battens, beams, props and wedges and properly cross braced together so as to make the form work sufficiently rigid, strong and stable to support the wet concrete and workers. It should not yield on working and laying concrete. Beams for centering shall be carried and supported on the floor P.C.C. with double wedges underneath and supported at intervals with props.

Props shall be either T.W. ballies of sufficient strength and length or A.C. props. Ballies props shall rest on double wedge placed over wooden sole planks of minimum 37 mm thickness so as to facilitate tightening and casing of the centering and shuttering work.

Shuttering shall be kept clear of wall bearing or column bearing and made to rest on cross beams or battens. The shuttering shall have smooth and even surface and its joints shall be close tight and shall not permit leakage of cement slurry or water. Foam oil shall be applied to the inner faces of shuttering work which will be coming in contact with concrete work, to prevent adherence of concrete to shuttering materials.

All shuttering and centering work shall be removed as specified. All shuttering and centering work shall be removed slowly and carefully without any jarks of vibrations in such a way that no part of concrete is damaged & disturbed.

The contractor shall apply all necessary centering (false work) including planks, props, bracing, nails etc. and all necessary labour, plant and machine etc. for fixing centering of accurate size and shape for the various members of concrete is as also the labour and tools required for striking the same.

Forms shall be carefully examined to see that they are truly vertical and horizontal and the joints properly closed. When forms are to be reused they should be carefully examined before such reuse, properly aligned and have all open joints repaired and coated with a separator.

Centering and props for the various R.C.C. members shall be fixed in a workman like manner and shall be approved by the Architects. They shall be of such sizes as the Architects think fit and proper. The centering shall be removed only after

permission to that effect has been obtained from the Architects. Props shall not be less than 75 mm dia on top and shall be supported on wedges and planks. Planks shall not be less than 25 mm. thick. The centering planks, runners and props shall be of such dimensions as are required by static calculations to be approved by the Architects. For special type of work complete Drawings showing arrangement of centering shall be submitted if demanded by the Architects.

The area of form work coming in contact with specified concrete work shall only be measured for payments, if there is a separate item for providing form work for concrete work, in the Tender.

The minimum period for keeping the centering in position for curing, after laying the materials, shall be two days.

COVER TO REINFORCEMENT :

Cover to reinforcement shall be in accordance with that indicated on the R.C.C. Drawings and shall be maintained by the use of precast cubes or cover blocks, of the size equal to the cover specified, or by mild steel bar spacers (equal in diameter to the cover specified). These will not be measured and paid.

BENDING AND PLACING REINFORCEMENT :

The reinforcement shall be accurately bent cold to the shapes shown on the R.C.C. Drawings and all bends shall conform to the details supplied. The reinforcement shall be built up exactly as shown on the detailed Drawing and supported so as to give correct cover. All intersections of bars shall be secured tightly with binding wires. Stirrups shall be secured tightly to the bars which they embrace and shall be kept from the faces of the concrete to the distance shown on the Drawings.

The iron bars shall be free from scale or rust and shall be properly brushed and not painted. They shall be of diameters specified and bent to shapes as dimensioned and placed in position shown on the plans and ends shall be hooked, the hook being eight times the diameter of the bars. No splicing shall be allowed in short members.

Where there is splicing, the bars shall overlap for tension and for compression as per Drawings but excluding the hooked ends. They shall be bound together by binding wires. The reinforcement shall be approved and measured by the Consultants or their Engineers before concreting is started. The concrete shall be worked round the reinforcement and well vibrated. For consolidation of concrete in columns, beams, walls and slabs, mechanical immersion vibrators shall be used. Where concrete is measured excluding steel, only that steel actually in concrete shall be measured, but no allowance shall be made for wastage. Binding wire, laps or welding if any, steel used for maintaining reinforcement in position shall not be measured. Laps other than those shown on Drawings will not be measured and paid separately, but contractor has to provide the laps as shown in Drawing. The rate shall be inclusive of all.

EXPANSION JOINTS :

Expansion joints shall be provided in such manner as shall be indicated on the Architect's drawings and as per instructions. Expansion joints shall be filled up with shalitek sheets or as indicated in the Drawings, or otherwise treated as per specifications or instructions.

BEAMS AND SLABS :

The cover below the lowest bar in beams shall be 25 mm. or the diameter of the thickest bar whichever is more and cover for bars in slab shall be 20 mm. or as shown on drawings. The work of filling in beams and slabs be completed in one operation as far as possible. If concreting is to be stopped permission shall be obtained from the Architects and it shall be stopped at the centre of the beam or wall as the case may be, for the slabs in a vertical plane and at right angles to the direction of beams, or as directed.

After the forms are struck, the surface shall be properly picked and hacked immediately and a mixture of sand and cement dashed against the surface making the surface true in one plane.

The surface shall then be plastered with sand and cement mortar and finally finished with a fine coating or neeru. The visible edges of beams and columns shall not be knife sharp but shall be finished as per Design. The surface then shall receive two coats of white wash.

MODE OF MEASUREMENTS AND PAYMENT

The rate for all R.C.C. members shall be exclusive of steel as reinforcement and finishing unless otherwise specified.

Columns shall be measured in Cubic Metres of the work done between the slabs, All beams shall be measured in between the Slabs, Beams being measured between columns. Slabs shall be measured in between columns. Slabs shall be measured in Square Metre as of specified thickness, and of specified mix or in M3 or in M3 as shown on the Drawings.

Chajjas and canopies shall be measured in Sq. Metre clear of wall and of specified thickness and of specified concrete mix. If the fascia from or a drop of pardi has been provided, it shall be measured in Square Metre separately and paid under pardi item.

Lintels shall be measured in Cubic Metres for actual length provided.

The sizes of all R.C.C. members shall be measured exclusive of finishing and as per dimensions on Drawings.

Steel reinforcement bars be measured and shall be paid as the weight in Kg. of the actual quantity of steel reinforcement placed in structure arrived at by measuring the length of the bars multiplied by the standard weight per Unit length for particular diameter of the bar given in relevant para of Section (B).

In case of deformed bars the weight per Unit length for bar of specified diameter will be as shown in the manufactured catalogue. This shall include of laps, hooks and bends.

The cost of wire used for tying reinforcement steel chairs and angles etc, shall be deemed to be included in the rate of the item of reinforcement and shall not be paid for separately.

SECTION- D

STONE MASONRY

RUBBLE AND CEMENT MORTAR MASONRY :

All stone be laid on their beds and properly bonded in the work. No hollow spaces shall be left.

Inter spaces shall be filled with mortar. and stone chips driven in and not with only mortar. Work shall be in plumb and joints broken vertically Bond stones not less than the width of the wall of 68 cms. in length shall be provided 1.5 M.c/c staggered in every course. The height of the course shall not exceed 38 cms. Work shall be well watered thrice a day for 20 days after completion. When the work is stopped for the day or on holidays or when upto the full height, tables shall be formed on the surface and kept full of water. At least 35 % mortar shall be used in walls.

MODE OF MEASUREMENT AND PAYMENT

The measurements shall be the actual cubical contents of the masonry after deducting all openings, beams, columns, etc. as is applicable. No deduction will, however be made in the cubical contents for khandki facing. No extra charges shall be allowed for bond stones.

Cement mortar to be used shall be as specified in item.

DRY RUBBLE PACKING OR SOLING :

It shall be 23 cms. Thick unless otherwise specified and shall be hand packed with stones from approved quarries and the interstices filled in tight with small chips and hard mortar and watered and rammed hard. The work shall be measured in Square Metre as per work executed.

SECTION- E

BRICK MASONRY

CEMENT MORTAR :

Cement mortar shall be normally composed of one part of cement to six parts of sand unless otherwise specified, the ingredients shall be accurately by measure and shall be well and evenly mixed together dry on a platform, care being taken not to add more water than is required. No mortar that has begun to set shall be used.

Where a different preparation is specified that shall be the proportion used in that particular place. Contractor at his own expenses shall be required to test the cement mortar, if found necessary and the test result shall be submitted to the Architects for approval.

SCHEDULE –B

Name of work: Construction of Gutter in in Deshabhakta Babasaheb Khanjire Nagar, Ichalkaranji Co-op Industrial Estate, Ichalkaranji.

ABSTRACT

| Sr No | Items | Quantity | Rate | Amount |
|-------|---|----------|----------|------------------|
| 1 | Item No. 1 :- Excavation for foundation in soft murum including removing the excavated material upto dist. Of 50 m etc complete .For Diversion | 611.40 | 60.00 | 36684.00 |
| 2 | Item No. 2 :- Providing dry trap rubble stone soling 15 cm to 20 cm thick including hand packing and compacting etc complete | 84.24 | 439.83 | 37051.28 |
| 3 | Item No. 3 :- Providing and laying in situ c.c. 1: 4 : 8 of metal for bedding including bailing out water form work compaction etc complete | 44.22 | 1851.70 | 81882.17 |
| 4 | Item No. 4 :-Providing U.C.R. Masonry of trap granite stones in C.M. 1 : 2 : 6 in Foundation including balling out water, striking joints on unexposed faces and watering complete | 149.76 | 1293.05 | 193647.17 |
| 5 | Item No. 5 :Providing Tuck pointing with cement mortar 1:3 for stone masonry including scaffolding & curring etc complete | 358.80 | 54.15 | 19429.02 |
| 6 | Item No. 6 :-Providing & laying Rough Shahabad Stone Flooring 40 mm to 45 mm thick and of required width in Plain/ Diamond pattern on a bed of 1 : 6 C.M. including Cement Floor striking joints pointing in cement mortar in 1 : 3 curring & cleaning etc complete | 187.20 | 230.20 | 43093.44 |
| 7 | Item No. 7 :Providing and Laying Cement Concrete Pipe Of I.R.S.NP3 Class of following Dia including fixing collar in cm 1:2 etc complete.1) For 900 mm Dia pipe | 20.00 | 1658.35 | 33167.00 |
| 8 | Item No. 8 :Providing and laying in situ C.C. 1 : 2 : 4 of trap metal for R.C.C. work like raft including form work curring etc. complete. | 2.10 | 3226.94 | 6776.57 |
| 9 | Item No. 9 :Providing and casting in situ c.c. 1 : 2 : 4 of trap metal for R.C.C. pardi including centering form work curring etc. complete. | 3.60 | 4819.59 | 17350.52 |
| 10 | Item No.10 :Providing and fixing in position m.s. bar reinforcement of various dia. for R.C.C. work as per drawing cutting bending with wires etc. complete. | 0.09 | 38051.38 | 3424.62 |
| | A) MS Bar Enforcement | | | |
| | B) Tor | 0.24 | 41601.38 | 9984.33 |
| | Total | | | 482490.13 |

Managing Director
Ichalkaranji Textile Development Cluster Ltd