



**INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE
IIM KOZHIKODE CAMPUS P.O, KOZHIKODE 673 570**

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Web site: www.iimk.ac.in

TENDER

FOR

CONSTRUCTION OF BADMINTON COURT NEAR MDC.

Issued to: -----

Date of Issue of NIT	: 09.12.2019
Date of Issue of Tender Form	: 09.12.2019 to 03.01.2020.
Due Date of Submission	: 06.01.2020 up to 3.00 p.m.
Date of Opening of Bids	: 06.01.2020 at 4.00 p.m.
Cost of Tender Form (Original)	: Rs. 560 (Including 12% GST)
Probable Amount of Contract	: Rs 12.10 Lakhs

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NDIAN INSTITUTE OF MANAGEMENT KOZHIKODE

I. NOTICE INVITING TENDER

1.1 Sealed and competitive item rate Tenders are invited by the Indian Institute of Management Kozhikode (Kerala) for the following work: -

- a) Tender No. : IIMK/CIVIL/16/2019-20
- b) Name of work : Construction of Badminton court Near MDC
- c) Time of completion : Three Months.
- d) Earnest Money : Rs. 36,500/-
- e) Cost of tender forms : Rs.560/- (Including GST @ 12%).

1.2 Every Tender should be accompanied by a forwarding/covering letter in which the Tenderer should clearly mention the details of additional or loose papers/documents/certificates attached and all such papers/documents/certificates should be serially numbered from first page to last page duly initialed by the tenderer.

1.3 Tenderers must furnish their contact email ID (Including that of the authorized signatory) while submitting the bid. Generally all communications pertaining to the tender will be made through the email IDs as furnished by the tenderers.

1.4 **ELIGIBILITY CRITERIA FOR PARTICIPATION IN BID/TENDER**

Every Tender should have satisfactorily completed at least three works of similar nature costing Rs. 4.84 lakhs each or two similar completed works of Rs. 7.26 lakhs each or one similar completed work costing of Rs. 9.68 lakhs during the last 7 years. For this purpose, 'cost of works' shall mean gross value of the completed work including the cost of materials supplied by the Govt./Client, but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or Equivalent. Similar works means Civil construction works/ Civil Maintenance works of buildings. Tenderers are required to submit TDS Certificates in form 16A in case of similar works are executed for a private body which shall form basis for establishing the completion cost of works executed by the bidder

1.5 Tenderers should quote their rates both in figures and in words. The Schedule of Quantities must be fully priced and the total of each page along with carried over figures of the previous page shall be given in ink and signed by the tenderer. No blank space shall be left. Tenders with rates quoted in any other form, other than the prescribed Schedule of Quantities, are liable to be rejected.

1.6 Tenders not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions are liable to be rejected.

1.7 Receipt and Opening of Tenders

Sealed Tenders super scribing the name of the work on the top of the envelop should be either deposited in the “Tender Box (Engineering)” kept in the Reception counter of the Administrative Block of the Institute or sent by Registered Post to reach the office of “The Chief Administrative Officer” on or before **06.01.2020 3.00 p.m.** The Institute will not assume any responsibility whatsoever for late receipt of Tenders. Tenders received late shall be summarily rejected. The tenders will be opened at 4.00 p.m. on the same day in the presence of those tenderers who are present in the office at the time of opening.

The tenders along with all necessary documents in sealed envelopes should be sent to the following address.

**THE CHIEF ADMINISTRATIVE OFFICER,
INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE,
I.I.M.K. CAMPUS (P.O.),
KOZHIKODE – 673570,
KERALA.
Phone: 0495-2809100.**

1.7 Authorized Signatory

If the tender is made by or on behalf of a company incorporated under the Companies Act (of 1956), it shall be signed by their **Managing Director** or one of the **Directors** duly authorized on that behalf. If it is made by a partnership firm, it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of Power of Attorney with the Tender authorizing him to sign on behalf of the other partners. A certified copy of the registered partnership deed shall also be submitted along with the tender.

The tenders shall be duly signed by the authorized signatory. Unsigned tenders shall summarily be rejected and no correspondence shall be entertained. The tenderer shall sign on each page of the tender document as a token of acceptance of the tender conditions and also Schedule of Quantities. Unsigned tenders shall not be considered.

1.8 Acceptance Period

The tender shall remain valid for acceptance for a period of 90 days from the date of opening of tender. Any withdrawal of offer / bid during firm period will entail forfeiture of the EMD.

1.9 Site Inspection

Every tenderer is expected to inspect the site of the proposed work at his own cost before quoting his rates. He must also go through all the drawings and documents. It will be construed that the contractor has inspected the site and satisfied himself and the quoted rates shall hold good in all conditions. No extra amount or payment would be released by IIMK for claim by vendor for any extra work carried out. Competent vendors may only apply for the execution of the work in IIMK terrain.

1.10 Schedule of quantities

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Institute do not accept any responsibility for the correctness or completeness of the schedule, in respect of items and quantities and this schedule is liable to alterations by omissions, deductions or additions at the discretion of the Institute without affecting the terms of the contract and the Contractor's quoted rate is valid for all such variations. The Institute reserves the right to completely delete any item from the scope of the work without affecting the terms of the contract.

1.11 Contractors' Rates

The contractors' rates must include the cost of transportation of material to the site, loading, unloading, storage at site, ESI, PF, KCWWF, all taxes such as, Works contract tax, GST, IT, Customs & Excise Duties & Octroi , etc. and the fixing or placing in position for which the items of work is intended to be operated. The rate would also include any earth work removal and filling.

The Institute will not provide Form `C' or any other such certificates to the Contractor.

The rates shall remain firm, throughout the contract period including the extended period if any. No extra payment would be released by IIMK desires extra work to be carried out.

1.12 Interpretation

In interpreting the specifications, the following order of decreasing importance shall be followed:

- (a) Nomenclature of Item as given in the Schedule of Quantities
- (b) Drawings
- (c) Particular or special specifications
- (d) General Specifications

Matters not covered by the specifications given in the contract as a whole, shall be covered by the relevant Indian Standard Codes. If such codes for a particular subject have not been framed, the decision of the Institute` shall be final and binding.

1.13 Alterations in Tender Documents

No alterations shall be made by the tenderer in the Tender documents. Instructions to the Contractors, Contract Form, Conditions of the Contract, Drawings and Specifications, and if any such alterations are made or any special condition attached, the tender is liable to be rejected.

1.14 Acceptance of Tender

The acceptance of the tender will rest with the Institute, which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders received, without assigning any reason(s).The Institute reserves the right of accepting the whole or any part of the tenders received and the tenderers shall be bound to perform the same at their quoted rates.

1.15 Site Supervision

The work shall be carried out under the direction and supervision of the Institute Particular or special specifications or their representative at site. On accepting the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work on day to day basis.

The Institute or representative at site shall have access to the workshops of the successful tenderers so as to ensure themselves of the quality of material and workmanship.

1.16 Quality

The Institute's decision with regard to the quality of the material and workmanship will be final and binding. Any material rejected by the Institute shall be immediately removed by the contractor from the site at his own cost.

1.17 Commencement of work/Period of Completion

The Contractor shall commence work on site within **Seven days** from the date of issue of the work order. This date shall be considered as the date of commencement of the said work.

Time is the essence of the Contract. All works as per this tender will be completed within **Three months** from the date.

Completion period includes Monsoon period as well as festival period.

1.18 Scope of Work.

Construction of Badminton court near MDC in IIMK Campus. The work mainly includes earthwork excavation, Reinforced cement concrete, Random rubble masonry, providing interlocking paver tiles, etc. Presently there is no vehicular access to the proposed badminton court. The tenderers are expected to make arrangements for shifting the materials to the work site in their own risk.

1.19 Income Tax

Every tenderer shall furnish along with the tender the copy of the Income Tax PAN Card, unless the same has been already furnished to the Institute, without which his tender is liable to be rejected. The Institute will deduct amount towards Tax Deducted at Source (TDS) as per the latest Income Tax Rules, from all payments made to the Contractor.

1.20 Goods Service Tax (G S T)

In the case of contract involving materials required for the works, the contractor shall have a valid registration number before entering in to the contract and it is mandatory for the contractor to mention registration number in the Bills/Claims. All payments made to the contractor will attract TDS Liability and, therefore, it is the responsibility of the contractor to obtain the Liability Certificate from the Sales Tax Department for release of final payment against Bills/Claims as per GST rules.

1.21 Defects Liability Period

Any defects which develop within 'Defect Liability Period' of **Twelve months** from the actual date of completion will have to be rectified by the contractor at his own cost. In case of failure to do so, the Institute shall get the rectification work done by some other agency at the risk and cost of the contractor. The rectification of such defects shall be done immediately on receipt of written notice from the Institute.

1.22 Part Occupation

If Institute wants to occupy areas in part, the contractor shall have to complete the work of the areas in conjunction with the Institute and hand over the same to the Institute without affecting any of the Clauses of the contract agreement.

1.23 Contract Signing

After acceptance of the tender, the tenderer shall sign the necessary contract papers within seven days of the intimation in the prescribed form. Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. In case of delay the 'Earnest Money' shall be forfeited and the tender cancelled or the contract enforced as per terms of the tender and the tenderer shall thus be bound even though the formal agreement has not been executed and signed by the tenderer.

1.24 Earnest Money Deposit (EMD), Performance Guarantee (Security Deposit) and Retention Money

a) The tender document shall be accompanied by earnest money of **Rs.36,500/- (Rupees Thirty Six Thousand and Five hundred Only)** by Deposit at call receipt of Schedule Bank/ Fixed Deposit Receipt of a schedule Bank/ demand Draft of a Schedule Bank valid for a minimum period of 3 (three) months issued/assigned in favour of Indian Institute of Management Kozhikode payable at Kozhikode.

The tender received without EMD or with EMD in any form other than as stated above is liable to be rejected. The EMD will be refunded to the unsuccessful tenderer within one month of the acceptance of the tender.

(b) **Performance Guarantee (Security Deposit):** Within seven days of the award of the contract, the contractor shall furnish to the Institute a bank guarantee/ Fixed Deposit/ Demand Draft for a sum equivalent to 7% of contract value as Performance Guarantee (Security Deposit) valid for the duration of the contract period plus two months. EMD already deposited along with tender shall be returned on furnishing the performance guarantee.

(c) **Retention Money:** Retention money @ **5%** of each running Bill value, excluding Secured Advance, shall be deducted from each running account payment.

(d) The Retention Money/EMD shall not bear any interest.

1.25 Refund of Deposit

Security deposit shall be returned after virtual completion of all the works and the Retention Money recovered from the bills, shall be refunded only after the defects liability period of 12 (twelve) Months.

1.26 Supply of materials

The Institute does not bind itself to supply any materials whatsoever required for the work. However, in case of supply of any materials by the Institute, the Contractor shall be responsible for the safe custody and proper utilization of such materials for the works as instructed by the Institute/Project Manger/ Consultant.

The quality/make of material to be purchased by the contractor shall have the approval of the Institute/ Engineer in charge before incorporation within the works. For the purpose of payment, actually recorded quantities shall be taken into consideration. Rejected material shall be removed at once from the site of work at contractor's cost.

1.27 Payments

Only One bill shall be prepared every month, based upon the joint measurement by the Contractor and Institute's representative. Contractor shall submit 3 copies of the bill and 3 copies of the measurement sheet.

1.28 Compensation for delay

If the contractor fails to maintain the required progress in terms of Clause 1.17 or to complete the work and clear the site on or before the contract period or the extended date of completion, he shall, without prejudice to any other right or remedy available under the law, pay the Institute on account of such breach, the agreed compensation amount calculated at the rates stipulated below and the Institute's decision in writing shall be final and binding in this respect.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work : @1.0% per week of delay

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed **10.0% of the Tendered Value of work** or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Institute. In case, the contractor does not achieve a particular milestone mentioned in Clause 1.17, or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time.

1.29 Deviations / Variations Extent and Pricing

The Institute shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the

progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer in charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

1.30.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor,

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- ii) 25% of the time calculation in (i) above or such further additional time as may be considered reasonable by the Institute.

1.30.2 Deviation, Extra items and Pricing

In the case of extra items(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer in charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the Contractor shall be paid in accordance with the rates so determined. Market rate shall be the rate as decided by the Engineer in charge on the basis of cost of materials and labour at the site where the work is to be executed plus 10% to cover all overheads and profits of the contractor.

1.30.3 Deviation, Substituted items, Pricing

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

- a) If the market rate for the substituted item so determined is more than the rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) to be decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

1.31 Advances

The Contractor shall not be entitled to get any sort of advances for the work.

1.32 Water and Electricity

Water and Electricity shall be arranged by the Contractor at his own expense. In case of failure of power, the contractor shall have alternate arrangement (DG Set etc.) to keep the work in progress at his own cost.

1.33 Receipt of Tenders

Tenders along with all the copies, drawings etc. in sealed envelope will be received as stated on the cover of this Notice.

1.34 E.S.I. & Provident Fund Obligations

The Contractor shall include in his rates all expenses towards meeting obligations under the Employees State Insurance Act and the Provident Fund Act. He shall follow all rules and regulations required under the Act as may be in force from time to time. All employees engaged upon the Works shall be covered under these schemes and the required amounts deposited by him directly with the concerned authorities. All records in connection with the above shall be properly maintained by the Contractor and produced for scrutiny by the Institute/Consultant whenever called for.

1.35 Supplier / Labour Payment

The Contractor shall pay to its Suppliers/ Labourers within reasonable time fixed with them. The Institute shall not be responsible during the period of Contract or after completion of Project for Contractors liabilities towards Suppliers/Laboures.

APPENDIX - I

SUMMARY OF VARIOUS CLAUSES

1.	Validity of Tender	1.8	90 days
2.	Address, date & time of submission	1.6 (b)	The Chief Administrative Officer Indian Institute of Management Kozhikode I.I.M. Kozhikode Campus .P.O, Kozhikode - 673 570 Date : 06.01.2020 up to 3:00 p.m.
3.	Period of commencement from Institution's order (Mobilization Period)	1.17	7 days
4.	Time of Completion	1.17	Three months
5.	Amount of Compensation for delays	1.29	1.0% per week of delay subject to a max. of 10.0 % of total value of work
6.	Period of Maintenance	1.21	Twelve Months
7.	Amount of EMD	1.24(a)	Rs.36,500/- (Rupees Thirty Six Thousand and Five hundred Only)
8.	Amount of Security Deposit	1.24(b)	7% of Contract Value by way of Bank Guarantee/Fixed Deposit /Demand Draft
9.	Interim Certificates (R.A.Bills)	1.28	Once in a month

PROFILE OF THE VENDOR
(All fields are mandatory)

I. Name of the Contractor :

II. Address for communication:

III. Contact details

a. Telephone Number :

b. Mobile Number :

c. Email ID :

IV. GST NO :

II. TENDER FORM

Indian Institute of Management Kozhikode
I.I.M. Kozhikode Campus P.O., Kozhikode - 673 570

Dear Sirs,

Sub: - Construction of Badminton court Near MDC.

With reference to the tender invited by you for the above work, I/we write this after having:

- a) Examined the , specifications, Schedule of Quantities, instructions to tenderers, draft agreement and the conditions of contract annexed thereto (here-in-after called the Contract Documents) relating to construction.
- b) Visited and examined the site of the proposed work and,
- c) Acquired the requisite information as affecting the tender.

I/We undersigned, hereby offer to undertake the above work in strict accordance with the contract documents for the consideration to be calculated in terms of the priced Schedule of Quantities.

I/We undertake to complete the whole of the works as per the attached schedule within a period of **Three months** from the date of issue of intimation by you that our tender has been accepted and upon receiving possession of the site. I/We further undertake that on failure to adhere to the program of work as approved by the Institute, subject to the conditions of the contract relating to extension of time, I/We shall pay to the Institute the sum named in the Appendix to the conditions of contract, as 'Compensation for delay'.

I/We hereby deposit with you an 'Earnest Money' of **Rs. 36,500/- (Rupees Thirty Six Thousand and Five Hundred only)** carrying no interest and I/We do hereby agree that this sum shall be forfeited in the event of the Institute accepting my/our tender and I/We failing to take up the contract when called upon to do so.

I/We further agree to the deposit of 7% of contract value as **PERFORMANCE GUARANTEE** (Security Deposit) within fourteen days of the award of the contract in the form of a Bank guarantee/ Fixed deposit/Demand Draft valid for the duration of the contract period.

I/We further agree to the deduction of 5% from the 'Interim Payment' towards the 'Retention Money' which will be refunded as per the relevant Clauses in the agreement.

Yours faithfully,

Name of the partners of the firm

OR

Name of the persons having Power-of-Attorney to sign the contract.

III. DRAFT AGREEMENT

ARTICLES OF AGREEMENT

Made the _____ day of _____ 2020

between **INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE**
I.I.M. Kozhikode Campus P.O., KOZHIKODE - 673 570

(Hereinafter called 'The Institute') on the one part and

M/s _____

(Hereinafter called 'the Contractor' on the other part

WHEREAS the Institute is desirous of execution of

(Hereinafter called the Work).

and has caused Drawings and Schedule of Quantities showing and describing the work to be done to be prepared by or under the direction of **M/s**

.....

AND WHEREAS the contractor has supplied the Institute with a fully priced copy of the said Schedule of Quantities (which copy is hereinafter referred to as 'The Contract Bills') AND WHEREAS the said Drawings (hereinafter referred to as the 'Contract Drawings) and the contract bills have been signed by or on behalf of the parties hereto ; AND WHEREAS the contractor has furnished a Bank guarantee for the sum of

(Rupees _____) issued by _____ branch of _____ Bank (B.G. No _____ dated _____ / FD dated/ DD Dated) as performance guarantee to the Institute.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them under Section 'Definitions in the General Conditions of Tender Document issued by the Institute and accepted by the Contractor while submitting his bid dated _____.
- 2.a) The following documents included in the tender bid shall be deemed to form and be read and construed as part of this Agreement along with amendments negotiated and confirmed in various subsequent letters exchanged as mentioned herein after :

- I) Notice Inviting Tender
- II) Tender Form
- III) Draft Agreement
- IV) General Conditions of Contract
- V) Safety Code
- VI) Technical Specifications
- VII) List of approved makes of materials
- VIII) Schedule of Quantities

b) The following documents shall also be deemed to form and to be read and construed as part of this Agreement and shall be complimentary to one another.

- i) Letter No. _____ dated _____ inviting tender`
- ii) Letter No. _____ dated _____ of Contractor submitting the tender bid.
- iii) Work Order No. _____ Dated _____ .
- iv) _____

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned, the contractor will upon and subject to the conditions annexed carry out and complete the work shown upon the contract drawings and described by or referred to in the Contract Bills and in the said conditions.
2. The Institute will pay the contractor the sum of ` _____ (Rupees _____) (hereinafter referred to as the contract sum) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The term "the Consultant" the said conditions shall mean the said **M/s** _____ or in the event of his ceasing to be the Consultant for the purpose of this contract, such other person as the Institute shall nominate for that purpose, not being a person to whom the contractor shall object for reasons considered to be sufficient by an arbitrator appointed in accordance with the said conditions. Provided always that no person subsequently appointed to be the Consultant under this contract shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instruction given or expressed by the Consultant for the time being.
4. The said Conditions shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the agreements on their parts respectively in such conditions contained.

5. No extra payment for extra work claimed by the vendor due to profile condition or any other matter would be sanctioned by IIMK unless IIMK desires addition work or additional quotation to be executed. Only competent vendors having carried out similar work to bid for the work.

AS WITNESS our hands this _____ day of _____ 2020

Signed by the said
in the presence of

Institute

Witness

Name :

Address :

Signed by the said
in the presence of

Contractor

Witness

Name :

Address :

Date:

IV. GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS AND INTERPRETATIONS

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) Institute, means Indian **Institute of Management Kozhikode (IIMK)**, or its authorized representative.
- b) Contractor shall mean the successful tenderer to whom the contract has been awarded.
- c) Engineer in charge shall mean the representative of the Institute as Site in charge of works.
- e) Contract, shall mean and include the documents forming the Tender and acceptance thereof and the formal Agreement executed between the Competent Authority on behalf of the Institute and the Contractor, together with documents referred to therein including those conditions, specifications, designs, drawings and instructions issued from time to time by the Engineer in charge (on behalf of the Institute) and all these documents taken together shall be deemed to form part of the Contract and shall be complementary to one another.
 - I) Notice Inviting Tender
 - II) Tender Form
 - III) Draft Agreement
 - IV) General Conditions of Contract
 - V) Safety Code
 - VII Technical Specifications
 - VII) List of approved makes of materials
 - VIII) Schedule of Quantities
- f) Site, shall mean the actual place in, over or under which work is to be done, allotted by the Institute for the purpose of carrying out the contract.
- f) Work shall means the work or works contracted to be executed under this agreement whether original altered, substituted (or) additional and includes materials or labour or both.
- h) Contract Price, shall mean the sums referred to in the formal agreement, if any or the work order.

2.0 ASSIGNMENT AND SUB-LETTING

2.1 Assignment

The contractor shall not assign the contract or any part thereof or any benefit or therein or there under without the written permission of the Institute

3.0 GENERAL OBLIGATIONS

3.1 Inspection of site etc. before submission of tender:

The contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the ground, form and nature of the site, the quantities and nature of work and materials required for the completion of the works, the means of access to the site, the local labour conditions, the accommodation he may require and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender.

4.2 Sufficiency of Tender

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Schedule of Quantities and the schedule of rates and prices, if any. The tender rates and prices shall cover all his obligations under the contract and all matters and things necessary, for the proper completion and maintenance of the work.

4.3 Clarification before submitting tenders

Should the contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of the authorities and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which the Institute shall have the right to ask the contractor to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

4.4 Rates quoted for finished work

The rates quoted in the tender by the contractor must be for the finished work as per the drawings and specifications. No extra payment for the extra work claimed by the contractor/ vendor would be admitted.

4.5 Location of work.

Unless specifically mentioned in the item, the work described therein may be at any location or elevation inside the Institute's campus. Where there is no road approach, the Contractor may have to transport the materials by head load. No extra payment can be claimed on this account.

4.6 The tender shall remain open for acceptance for a period of 90 days from the date of opening of the tender.

4.7 Commencement of work:

The contractor shall commence the work at site immediately on being advised by the Institute of the acceptance of the tender and shall proceed with the same with due expedition.

4.8 Programme of work

Soon after the award of contract, the Contractor shall submit to the Institute for his approval a programme to match with the planned completion of the whole job showing the order of preference and method in which he proposes to carry out the works and shall whenever required by the Institute furnish further

detailed programme and particulars in writing of the contractor's arrangements for carrying out the works and of the construction plant and temporary works which the contractor intends to supply, use or construct as the case may be. The submission to and approval, if any, by the Institute of such programmes or particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. Also refer special conditions.

4.9 Contractors' Employees

The contractor shall provide and employ sufficient numbers of Technical persons at site in connection with the execution and maintenance works:

- a) Only such technical assistants as are skilled and experienced in their respective callings and such sub-agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise and,
- b) Such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely execution and maintenance of works.

4.10 Removal of Workmen

The Institute/Engineer in charge shall be at liberty to object to and require the contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Institute/ Project Manager/ Consultant misconducts himself or is incompetent or negligent in proper performance of his duties or whose employment is otherwise considered by the Institute/ Engineer in charge to be undesirable and such person shall not again be employed upon the works without the written permission of the Institute/ Project Manager/ Consultant. Any person so removed from the works shall be replaced by the contractor without delay by a competent substitute approved by the Institute/ Consultant. Misconduct of employee of the contractor or poor workmanship shall be a valid reason for suspension of the contract by the Institute and in that case, no compensation of whatsoever nature shall be paid to the contractor.

4.11 Communications to be in writing

All references, communications, correspondences made by the Institute/ Project Manager/ Consultant, and their representative or the contractor concerning the works shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

4.12 Occupation and use of land

No land/building belonging to or in the possession of the Institute shall be occupied by the contractor. The contractor shall not use, or allow to be used, the site for any purpose other than for executing the works.

4.13 Fossils/Coins, etc.

All fossils, coins, articles of value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be the absolute property of the Institute. The contractor shall not take away any such article or thing and take reasonable precautions to prevent his workmen or any other person from removing or damaging such article or thing and shall immediately upon discovery thereof acquaint the Institute's representative of such discovery and carry out order as to the disposal of the same.

4.14 Construction of site shed

Any site shed, proposed to be temporarily constructed by the contractor for his office work, storage of materials etc. shall conform to the standard sketch, or to the plan approved by the Institute. Permission for the construction of such shed shall be obtained in writing.

4.15 Materials, tools and plant

All materials required for the execution of the works other than those mentioned in the Notice Inviting Tender shall be supplied by the contractor. Materials so supplied shall have the approval of the Institute using on the works. All the rejected materials shall be removed at once from the site of work at the contractors' own cost. The contractor shall supply all tools, tackles, and equipments like compressors, concrete mixers, vibrators, pumps, welding or pneumatic tools, tar boilers etc. required for the execution of the works.

4.16 Tollages etc.

The contractor shall pay all tollages and other royalties, rent and other payments or compensations, if any, for getting stone, gravel, sand, clay and all other materials required for the works.

4.17 Setting out

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions, and alignment of all parts of the works and for the provision of all necessary instruments, appliances, and labour in connection there with. If at any time during the progress of the works any error shall appear or arise in the position, level, dimensions or alignment of any part of the works, the contractor on being required to do so by the Institute/ Project Manager/Consultant or his representative, shall at his own cost rectify such error to the satisfaction of the Institute/Project Manager/ Consultant or his representative. The checking of any setting out or of any line or level by the Institute/Project Manager/ Consultant or his representative shall not in any way relieve the contractor of his responsibility for the correctness thereof. The contractor shall provide all necessary instruments, appliances, and labour required by the Institute/ Project Manager/ Consultant or his representative for checking, if any, of the setting out. The contractor shall carefully protect and preserve all bench marks, site levels, pegs and other things used in setting out the works. The rates quoted for the work shall also include the cost of all reference and level pillars and their dismantling when no longer required.

4.18 Damage to persons and property

The contractor shall indemnify and keep indemnified the Institute against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof or in relation thereto.

4.19 Interference with Traffic and Adjoining Properties

All operations necessary for the execution of the works shall, so far as compliance with the requirements of the contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or of properties whether in the possession of the Institute or of any other person.

The contractor shall save harmless and indemnify the Institute in respect of all claims, proceedings, damages, cost, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the contractor is responsible thereof.

4.20 Extraordinary Traffic

The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the route to site from being damaged or injured by any traffic of the contractor and in particular, shall select routes choose and use vehicle and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited, as far reasonably possible, and so that no unnecessary damage or injury may be occasioned to such highways and bridges.

4.21 Settlement of Extraordinary Traffic Claims

If during the execution of the works or at any time thereafter the contractor shall receive any claim arising out of the execution of the works in respect of damage or injury to highways or bridges he shall immediately report the same to the Institute / Consultant and thereafter the Institute shall negotiate the settlement and pay all sum due in respect of such claim and shall indemnify the contractor in respect thereof and in respect of all claims, proceedings, damages, cost, charges and expenses in relation thereto.

4.22 Co-operation with other Agencies

The contractor shall co-operate with the work of other agencies or contractors that may be employed or engaged by the Institute and as far as it relates to the contractors' work. The sequence of work shall be so arranged that the work of other agencies is also in progress simultaneously.

4.23 Barricading around excavated trenches etc.

The contractor shall at his own cost provide around excavation, temporary barricading with bellies and bamboos with warning signals during day and night and shall maintain it so long the trenches are not filled up. Similar barricades shall also be provided at all dismantling work, erection of structural, sheeting work etc. No extra claim shall be entertained for providing, maintaining and removing such barricades.

4.24 Protection of underground services

The contractor must take all precautionary measures to protect the underground and other services lines, viz. cables, water and sewer lines etc. and observe any specific instructions which may be given in this regard by the Institute/Consultant.

4.25 De-watering trenches and pits

The tendered rates shall always be deemed to have taken into account the cost of removal of silt and materials that may slip in the trench and pit and de-watering the trenches or pits of water accumulated or collected through seepage or subsoil water or rain water. The contractor shall in no case be entitled to claim any extra amount for the above work. The contractor shall

remain prepared with necessary pumps and equipment for de-watering the trenches or pits so as to avoid unnecessary delay and possible damage to the property etc.

4.26 Work in or around operating plant or offices etc.

Where the work is being carried out in or around an operating plant where the plant must run un-interrupted, the contractor shall work only at specified places and times as mutually arranged between the contractor and the Institute/ Consultant. Similar arrangement must be made while executing works inside the offices, buildings etc. without causing disturbance to the office work. for this the work may be required to be done during off-hours and Sundays. No extra will be allowed beyond the rates quoted for doing work in the manner described above.

4.27 Work in shifts and off-days

The contractor shall work in one or more shifts as also on Sundays and off days to complete the work in time, if so required for which the Institute shall not be liable to pay any extra.

4.28 Site Order Book

A site order book must be maintained and always be available at site to record the instructions by the Institute/ Project Manager/ Consultant or his representative. The contractor must see that the instructions noted therein are properly carried out.

4.29 Delay in obtaining materials supplied by the Institute

If the Institute has undertaken to supply any material specified in the special conditions at rates and conditions cited therein, the contractor shall keep himself in touch with day to day position regarding the supply of materials from the Institute and so adjust the progress of the works that labour may not remain idle nor there be any other claim due to or arising from delay in obtaining the materials.

4.30 Record of materials supplied by the Institute

The contractor shall maintain an account of different materials obtained from the Institute for executing the works under the contract. The Institute shall have the power to check the position of materials at all times and verify stocks as and when desired.

4.31 Safe storage of materials

The contractor shall be responsible for the safe storage of materials supplied by the Institute for execution of the works. Surplus materials or materials lost or damaged or un-accounted for or made unserviceable by the contractor shall be charged at the prevailing market price.

4.32 Cement Godown

Cement go down shall be provided by the contractor as per the sketch attached complete including dismantling on completion of the project and removing from site all the debris.

4.33 Transport of materials

Unless otherwise specified, all the materials supplied by the Institute shall be transported by the contractor from the Institutes' store/yard, to the site of work at no extra cost.

4.34 Site to be kept clear

The surplus spoil and dismantled debris shall be removed to a place as directed by the Institute/Project Manager/Consultant and stacked, leveled and dressed as directed.

4.35 Assistance and Instruments for Engineer's Representative

The contractor shall provide at all times for the duration of the contract, chain-men, staff-men, workmen and survey instruments for the exclusive use of the site Engineer as may be deemed necessary for carrying out his duties in connection with the contract.

4.36 Site Notice Board

The contractor shall provide for all necessary site notice boards as required by the Institute/Consultant to display the project name, the Institute. Consultant's name and the names of all consultants associated with the work.

4.37 General Lighting for the work

The contractor shall provide electric lights, maintain system all as required for the works and remove the temporary installations on completion.

4.38 Conflict in meaning between schedule of rates and specifications

The Schedule of Quantities shall be read in conjunction with the specifications, and in the event of conflict in meaning between the two, the corresponding item in the schedule shall always have precedence over the specifications.

4.39 Conflict in meaning between general conditions of contract and the terms and conditions

In case of any inconsistency between the General conditions of contract and the special conditions, the special conditions of contract shall have precedence over the General Conditions.

5.0 LABOUR

5.1 Labour Rules

In respect of all labour directly or indirectly employed on the works by the contractor, the contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936 and any amendments thereof and all legislations and rules of the State and/or Central Government or other local authority, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus, retirement benefits, retrenchment/lay off, compensation and all other matters involving liabilities of Institutes to employees. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the contractor's obligation under the contract.

5.2 Reporting accident of labour

The contractor shall be responsible for the safety of all employees and/or workers employed or engaged by him on and in connection with the works and

shall forthwith report all cases of accidents to any of them, however caused and whenever occurring to the authorities concerned required as per law and to the Institute/Project Manager/Consultant or his representative and shall make every arrangement to render all possible assistance and aid to the victim of the accident.

5.3 Provision of workmen's compensation act.

The contractor shall at all times indemnify and keep indemnified the Institute against all claims for compensation under the provisions of the workmen's compensation act 1923 or any other law for the time being in force in respect of any workmen employed by the contractor in carrying out the contract and against all costs and expenses or penalties incurred by the Institute in connection there with. In every case in which, by virtue of the provisions of the said act, the Institute is obliged to pay compensation to workmen employed by the contractor in executing the works, the Institute shall recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the Institute under the said act, the Institute shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any dues by the Institute to the contractor, whether under this contract or otherwise without prejudice to any other remedy that may be available to the Institute in law. The Institute shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the Institute full security for all costs for which the Institute might become liable in consequence of contesting such claim.

5.4 Accident or injury to workmen

The Institute shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the Institute against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

5.5 Safety, Health and Welfare of work people

The contractor shall be responsible for providing for all costs and charges incurred by complying with all safety health and welfare regulations, appertaining to staff and work people employed on the site including those employed by the sub-contractors including registration with the labour department of Government. The contractor shall be responsible for and shall allow for providing medical facilities including emergency medical facilities for his staff.

5.6 Creches

At every work place, at which women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom.

The rooms shall be built in consultation with Consultant to reasonably good specifications and be of appropriate sizes conducive to comfort of the children. The rooms shall be provided with sufficient openings for light and ventilation.

There shall be adequate provision of sweepers to keep the places clean. The Contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and bedding in the bedroom. The Contractor shall provide one maid to look after the children in the crèche when the number of women workers does not exceed 50 and two maids when the number of women workers exceeds 50. The use of the rooms earmarked as crèche shall be restricted to children, their attendants and mothers of the children.

5.7 Provision of mines Act

The contractor shall observe and perform all the provisions of the Mines Act 1952 where applicable or any statutory modifications thereof and shall indemnify and keep indemnified the Institute from and against any claim under the said Act.

5.8 Preservation of peace

The contractor shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others employed on the works by him, for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works.

5.9 Age limit of labour

The age limit for employment of labour shall be in strict accordance with the existing labour legislation's.

5.10 Return of labour employed

The contractor, if required by the Institute/Consultant, shall submit return in detail in such form and at such interval as the Consultant may prescribe showing number of different classes of labour employed on the works from time to time by the contractor.

5.11 Observance by sub-contractors

The contractor shall be responsible for the observance of the provisions of aforesaid Clauses by the sub-contractors' employed by him in the execution of the contract.

6.0 MATERIAL TESTS AND WORKMANSHIP:

6.1 Quality of materials, workmanship and tests

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Institute or representative's instructions and shall be subjected from time to time to such tests as the Project Manager/Consultant or his representative may direct at the place of manufacturer or fabrication or on the site at all or any of such places. The contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining measuring, and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by the Institute or their representative.

6.2 Construction of prototypes or samples of work

The contractor shall construct prototypes or samples of work as laid down in the contract or as instructed by the Institute. Such prototypes or samples of work, after approval by the Institute shall serve as the standards to be achieved in the final construction.

6.3 Cost of samples

All Samples shall be supplied by the contractor at his own cost.

6.4 Cost of tests

The cost of making any test as per specifications shall be borne by the contractor and contractor should arrange for all requirements like cubes etc. to take the samples by Institute/ Consultant.

6.5 Inspection of operation

The Institute or representative or any person authorized by the institute shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

6.6 Examination of work before covering up

No work shall be covered up or put out of view without the approval of the Institute/Project Manager/ Consultant or their representative and the contractor shall afford full opportunity to the Institute/ Project Manager/Consultant or their representative to examine and measure any work which is about to be covered up or put out of view and to examine that work before permanent work is placed thereon. The contractor shall give due notice to the Institute's representative wherever any such work(s) is or are ready or about to be ready for examination and the Engineer in-charge shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such works.

6.7 Uncovering and making openings

The Contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer in charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Institute's representative. If any such part or parts have been covered up or put out of view after compliance with the requirements of Clause 6.5 hereof and are found to be executed in accordance with the contract the expenses of uncovering making openings in or through, reinstating and making good the same shall be borne by the Institute. But in any other case all such expenses shall be borne by the contractor and shall be recoverable from him by the Institute and deducted by the Institute from any moneys due or which may become due to the contractor, without prejudice to any other remedy that may be available to the Institute in law.

6.8 Removal of improper work and materials

The Institute or their representative shall during the progress of the works have power to order in writing from time to time.

- a) The removal from the site within such time or times as may be specified in the order of any material which in the opinion of the Institute/Engineer in charge or his representative is not in accordance with the contract.
- b) The substitution of proper and suitable materials.
- c) The removal and proper re-execution (notwithstanding a previous test thereof or interim payment therefore) of a work which in respect of materials or workmanship is not, in the opinion of the Institute or their representative, in accordance with the contract.

6.9 Suspension of work

The contractor shall, on the written order of the Institute suspend the progress of the works or any part thereof for such time and in such manner as the Institute/ may consider necessary and shall, during such suspension, properly protect and secure the work, so far as is necessary in the opinion of the Institute.

7.0 TIME OF COMPLETION, AND TAKING OVER:

7.1 Possession of site

Save in so far the contract may prescribe the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed, the shall give to the contractor possession of so much of the site as may be required to enable the contractor to commence and proceed with the construction of the works in accordance with such reasonable proposals of the contractor as he will make in writing to the Project Manager/ Consultant and shall, from time to time as the work proceeds give the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with construction of the works in accordance with the said programme or proposal.

7.2 Time of completion

The whole of the works shall be completed within the time stipulated or within such extended time as has been allowed under clause 7.3.

7.3 Extension of time of completion

Should the amount of extra or additional work of any kind or changes in scope of work or other special circumstances of any kind whatsoever which may occur, be such as fairly to justify the contractors' request for extension of time for the completion of the works the Engineer in charge shall determine and recommend the amount of such extension and the Institute shall sanction and intimate the contractor in writing. Provided that the Institute is not bound to take into account any extra or additional work or other special circumstances unless the contractor has within 10 days, after such work has been commenced or such circumstances have arisen, submitted to the Institute full and detailed particulars of any request to the extension of time in the prescribed format of IIMK to which they may consider to be justified.

The contractor should seek extension of time of completion in the prescribed format of IIMK.

7.4 Extension of completion time due to strike, fire etc.

If in the opinion of the Institute/ Engineer in charge, the progress of the work has at any time been delayed by strikes, fire, inclement weather, un-avoidable casualties etc. beyond the control of the contractor, then the time of completion of the work may be extended for such reasonable time as the Institute/ Engineer in charge may decide and this will be indicated in writing.

7.5 Work treated as complete (Virtual Completion)

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, including fulfilling all obligations for electrical works governed by Clause No. 5 & 8 under "Special Conditions" for Electrical Works., the Contractor may give a notice to that effect to the Engineer in charge, with a copy to the Institute, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. For the purpose of virtual completion, under Clause 8 above, the Contractor should have completed all the formalities with the Electrical Inspectorate and got signed by the Institute the Application for Power Allocation, as may be applicable, and submitted the same to the Kerala State Electricity Board (K.S.E.B.). This does not absolve the Contractor of his responsibility of undertaking the liaison work with K.S.E.B. for obtaining the power supply at the earliest. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer in charge to issue a Virtual Completion Certificate in respect of the Works.

The works shall not be treated as complete until,

- i) The site is clear from all materials, site shed etc. and the Institute/ Engineer in charge are satisfied with the job done by the contractor.
- ii) The contractor has submitted the reconciliation statement regarding the stores if any received from the Institute and all the surplus and salvaged materials are returned to the Institute's stores, and the Institute has agreed to the same.
- iii) All equipment, tools, plants etc. taken from the Institute have been returned by the contractor.
- iv) Any other material, taken on loan/transfer from any other agency have been returned by the contractor.
- v) All power and water supply connections taken for the execution of the works have been disconnected by the contractor.
- vi) Rectifications of any damage done by the contractor to the work executed have been satisfactorily done by the contractor.
- vii) All formalities for power connections both with Electrical Inspectorate and K.S.E.B. (wherever applicable) are fulfilled.

7.6 Virtual Completion of Sections or Parts and Taking over

Similarly, in accordance with the procedure set out in Sub-Clause 7.5 above, the Contractor may request and the Engineer in charge shall issue a Virtual Completion Certificate in respect of :

- a) any Section in respect of which a separate Time for Completion is provided in the Appendix to Tender, or
- b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer in charge and, otherwise than as provided for in the Contract, occupied or used by the Institute.

After completion of substantial parts of the works before the completion of the whole of the works, the contractor shall notify the Engineer in charge in writing, who within 21 days of receipt of the said notice shall give such certificate with respect to any substantial parts of the works which has been completed to the satisfaction of the Engineer in charge and fit to be occupied or used by the Institute or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a parts of the works, such parts shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such parts, that is, such period shall commence from the date of completion of such part of the works as certified. The works in whole or part shall not, however, be treated as completed for the purpose of other relevant Clauses hereof unless and until the provisions of Clause 7.5 hereof are fully complied with.

7.7 Maintenance

For a period of twelve months commencing immediately after virtual completion of the work by Contractor, the contractors' liability shall be to replace the defective parts, rectify/reconstruct the defective work that may develop of his own construction or those of his sub-contractors approved by the Institute (under clause 1.9 of Special Conditions of Contract) arising solely from faulty material or workmanship or for any other reason.

If it is necessary for the contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months, whichever may be later. If any defects be not remedied within a reasonable time the Institute may proceed to do the work at Contractors' risk and expense, but without prejudice to any other rights which the Institute may have against the contractor in respect of such defects.

The contractor shall bear the cost of such repairs/rectifications carried out on his behalf at site. Immediately upon expiry of the maintenance period the Institute shall issue a final certificate indicating that the contractor has completed his obligation under the contract.

The decision of Institute or their authorized representative's view regarding workmanship shall be binding on the Contractor and Contractor shall abide by the decision.

The deduction of expenditures for rectification shall be made from the Security Deposit/ Retention Money of the Contractor, in case Contractor does not attend the problem in a reasonable time.

8.0 TERMINATION OF CONTRACT:

8.1 Termination of contract

If the contractor has abandoned the contract or has failed to proceed with the work with due diligence or the progress on any particular item or items is slow or he has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or flagrantly neglecting to carry out his obligation under the contract, then it shall be lawful for the Institute to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agency/agencies. During the course of execution of the job, in case the contractor has done any substandard work, he shall be asked in writing to dismantle and re-do the same at his own expenses. If the contractor fails to comply with the above instructions immediately, then the Institute shall proceed with the above rectification work, through another agency or agencies. Similarly, if the contractor goes slowly on any particular item or items of work, the Institute shall have the right to execute this item or items through another agency or agencies, including its own department at the cost and risk of the Contractor.

8.2 Back charging the contractor

Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department shall be debited to contractors' account and shall be recovered from any money due or that may become due to the contractor without prejudice to any other remedy that may be available to the Institute in law.

9.0 ALTERATIONS, ADDITIONS, AND OMISSIONS:

9.1 Variation:

The Institute shall be entitled to make any variation of the quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or for any other reason if it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do any of the following:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the character or quality or kind of any such work.
- d) Change the levels, lines, position and dimensions of any part of the works and,
- e) Execute additional work of any kind necessary for the completion of the works.

No such variation shall in any way vitiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

9.2 Order for variations to be in writing

No such variation shall be made by the contractor without an order in writing of the Engineer in charge, provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the Schedule of Quantities which are estimates. In such cases, the contractor shall be paid only for the actual quantity of work done as certified by the Institute at the accepted unit item rates and no compensation shall be allowed. Provided also that if for any reason the Institute shall consider it desirable to give any such order verbally, the contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by the Institute/Project Manager/Consultant, which shall be deemed to be an order in writing within the meaning of this Clause.

9.3 Extra Items

Refer clause from 1.30.2 of Notice Inviting Tender (NIT).

9.4 Items of Ad-hoc nature

The contractor shall procure necessary materials and carry out miscellaneous work of ad hoc nature not specifically provided in the agreement with necessary tools and tackles as may arise during execution of the contract. The actual quantum of work shall be certified and settled by the Engineer in charge and payment for the same shall be fixed on the basis of actual cost plus 10% towards overheads, profits and establishments.

9.5 Claims

The contractor shall send to the Institute's representative an account, giving full and detailed particulars with proper analysis, of all claims for any additional expense to which the contractor may consider himself entitled and of all extra items of work ordered by the Institute, which he has executed, within one month of execution of such work, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the Institute shall be entitled to authorize payment to be made for any such work notwithstanding the contractors' failure to comply with this condition, if the contractor has at the earliest practicable opportunity notified the Institute in writing that he intends to make a claim for such work.

10.0 MEASUREMENTS:

10.1 Quantities

The quantities set out in the Schedule of Quantities are the estimated quantities of the work. These are not to be taken as the actual and correct quantities of the works, to be executed by the contractor in fulfilment of his obligation under the contract.

10.2 Works to be measured

The Engineer in charge shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the

contractors' authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Engineer in charge or his representative in making such measurement, and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent, then the measurement made by the Project Manager/ Consultant or approved by him, shall be taken to be the correct measurement of the work. If the contractor does not so attend to examine and agree such records and drawings they shall be taken to be correct. If, after examination of such records and drawings, the contractor does not agree to the same or does not sign the same as agreed, these shall nevertheless be taken to be correct, unless the contractor shall, within fourteen days of such examination, lodge with the Institutes representative for decision by the Engineer in charge, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

10.3 Method of measurement

The works shall be measured net in accordance to IS: 1200 (all parts), notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

10.4 Provisional sums

"Provisional Sum" means a sum included in the contract and so designated in the Schedule of Quantities for execution of works or the supply of goods, material or services or for contingencies, which sum may be used, in whole, or in part or not at all, at the direction or discretion of the Project Manager/ Consultant. The contract price shall include only such amounts in respect of the work, supply or services to which provisional sums relate as the Project Manager/ Consultant shall approve or determine.

The contractor shall when required by the Project Manager/ Consultant, produce all quotations, invoices, vouchers, and accounts or receipts in connection with expenditure in respect of provisional sums.

11.0 SETTLEMENT OF DISPUTES:

11.1 Matter to be settled by Institute

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion shall be referred by the contractor to the Institute and the Institute shall within a reasonable time after their presentation make and notify decisions thereon in writing.

The decisions, directions, clarifications etc. with respect to measurements, drawings and certificates with respect to any matter the decision for which is specially provided for by these or other special conditions to be given and made by the Institute on behalf of the Institute are matters which are referred to hereinafter as Excepted matters and shall be final and binding upon the contractor and shall not be set aside on account of non-observance of any formality, any omission delay or error in proceeding in or about the same or on any other ground or for any reason and shall be without Appeal.

11.2 In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Institute of any certificate to which the contractor may claim to be entitled to or if the Institute fails to make a decision within a reasonable time, then and in any such case, but except in any of the Excepted matters referred to in the above clause, the contractor after 90 days of his presenting his final claim on the disputed matters, may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or difference, and only such dispute or difference other than Excepted Matters of which the demand has been made and no other dispute or difference shall be referred to the arbitration of an officer to be nominated by the consent of both the parties and the provisions of the Indian Arbitration Act 1996, for the time being in force or of any other Act of the Legislature passed in substitution thereof or modification thereof and for the time being in force shall apply to such arbitration.

11.3 Arbitration

The contractor shall not, except with the consent in writing of the Institute in any way delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the arbitration is given, abide by the decision of the Engineer in charge and no award of the arbitrator shall relieve the contractor of his obligation to adhere strictly to the Project Manager's/ Consultant's instructions with regard to the actual carrying out of the work except as specifically affected by such award.

12.0 NOTICES:

12.1 Service of notice on contractor

All certificates, notices or written orders to be given by the Institute or by the Project Manager/ Consultant to the Contractor under the terms of the contract shall be served by sending by Registered Post or delivering the same to the contractor's place of business or such other address as the contractor shall nominate for this purpose.

12.2 Service of notice on Institute

All notices to be given to the Institute under the terms of the contract shall be served by sending by post or delivering the same to the Institutes' address.

V. SAFETY CODE

1. The contractor shall be responsible for the safety of the labour employed by him and he shall be liable to pay the necessary compensation in case of accidents, as per the Workmen's Compensation Act.
2. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladder.
3. No portable single ladder shall be over 8m in length and the width between side rails shall not be less than 30cm (clear). Suitable foot holds and hand holds shall be provided on the ladder and the ladder shall be given sufficient inclination. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
4. Scaffolding or staging more than 3.60m above ground or floor swung or suspended from an overhead support or erected with stationery support shall have a guard rail, properly attached, bolted, braced and otherwise secured atleast 90cms above the floor or platform of such scaffolding and extending along the entire length of the necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building structure.
5. Working platform, gangway, stairways, etc. should be so constructed that they should not sag unduly or unequally. Such gangway, stairway, etc. should have adequate width and should be suitably fastened as described in the para above.
6. Suitable fencing or railing of 90cms minimum height should be provided for every opening in the floor of building or in a working platform to prevent the fall of persons or materials.
7. No floor, roof or other parts of the structure shall be so overloaded with materials or debris as to render it unsafe.
8. Safe means of access shall be provided to all working platform and other working places.
9. Adequate precautions shall be taken to prevent danger from electrical equipment's.
10. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay damage and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise claim by any such person.

11. All trenches and excavations shall be provided with necessary fencing and lighting. Excavated materials shall not be placed within 1.5m of the edge of the trench or half of the depth of the trench whichever is more. All trenches of depth 1.2m or more shall be supplied with at least one ladder for each 30m length or fraction thereof. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
12. Workers employed on mixing and handling materials like cement, asphalt, cement mortar, concrete, lime mortar, etc. shall be provided with protective foot wear and rubber hand gloves and protective goggles.
13. Workers employed on welding work shall be provided with welders' protective eye shield and gloves.
14. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
15. No paint containing lead or lead products shall be used except in the form of paste or readymade paints.
16. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
17. Overhaul shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to work during the periods of cessation work.
18. Hoisting machines and tackles used in the work including their attachment anchorage and supports shall be in perfect condition.
19. The ropes and pulleys etc. used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from defects.
20. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe and good condition, and no scaffold, ladder or equipment shall be altered or removed while it in use.
21. Contractor should provide safety helmets for all their employees and to be insisted to wear the helmet while on duty.
22. There shall be maintained at readily accessible place at work site, first aid appliances including adequate supply of sterilized dress in and sterilized cotton wool.
23. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates the help of a doctor or hospitalization.
24. There shall be provided and maintained at suitable places, easily accessible to labour a sufficient supply of cold water fit for drinking.
25. Adequate washing and bathing places shall be provided at or near the place of work separately for men and women. Such places shall be kept in clean and drained condition.
26. Separate latrine and urinals for men and women shall be provided at or near the places of work. Such latrines shall be kept clean and drained condition.
27. Contractor should also provide crèche for the little ones of their employees/ labourers.

VI. TECHNICAL SPECIFICATIONS

Preamble to Specifications

The conditions of contract and the drawings shall be read in conjunction with the specifications and matters referred to, shown or described in one are not necessarily repeated in the other. These specifications are comprehensive and may exceed the requirements of this project. Any ambiguity between the general specifications, schedule of quantities and contract drawings, shall be referred to the Institute and got clarified before the submission of tenders

Notwithstanding the sub-division of the specification in to various headings, every part of it is to be deemed supplementary to every other part and is to be read with it, so far it may be practicable so to do, or when the context so admit. In this contract, references is made to the latest Indian Standards, specifications or by-law including all revisions up to the date of invitation of tenders.

The contractor shall keep at site copies of all such standards and codes of practice referred to above throughout the period of contract.

Approved Manufacturers.

Names of approved manufacturers are given in the specifications. Reference in the specifications to approved manufacturers shall be construed as establishing a standard of quality and not as limiting competition.

The contractor shall include in his prices for supplying the items or materials from the approved manufacturers listed or other equivalent approved materials. All items or materials shall be delivered to the site in the manufacturers original unopened containers with the manufacturers brand and name clearly marked on them. All items or materials shall be assembled, mixed, fixed, applied or otherwise incorporated in the works in accordance with the printed instructions of the manufacturer of the item or materials. All mortar and concrete shall be machine mixed and mechanically vibrated. Measuring boxes of standard sizes are to be used for measuring coarse/fine aggregate. Date of laying / construction shall be marked on all major items of work for monitoring curing of the structure.

GENERAL

Scope

The works envisaged under this contract are mainly Construction of Badminton court near MDC.

Setting out the work

The contractor shall set out/ marks the works and during the progress of the work shall amend at his own cost any errors arising from inaccurate setting out. During the execution of the work contractor must cross check his work with the drawings. The contractor shall be responsible for all the errors in this respect

and shall have to rectify all defects and/or errors at his own cost failing which the Institute reserves the right to get the same rectified at the risk and cost of the contractor.

Clearing up and handing over

Upon completion of the work all the areas should be cleaned. All floors, doors, windows, surface, etc. shall be cleaned down in a manner which will render the work acceptable to the Institute. All rubbish due to any reason, shall be removed daily from the site and the area left clean by the contractor as a part of the contract.

the specifications, such materials shall be rejected. A reasonable number of representative tests will be deemed to be included in the rates tendered.

Rates

The item rates quoted in schedule of quantities are deemed to include all the cost to execute the works in strict accordance with the relevant specifications read in conjunction with the appropriate Standard Specifications.

Mode of Measurements

All measurements will be taken in accordance with IS 1200 latest issue unless otherwise specified.

EARTH WORK

General

This specification deals with the clearance and preparation of the site for the commencement of the construction wherever applicable. This is deemed to include all preliminary works like dismantling/demolition, site clearance, general leveling etc. The tenderer shall inspect the site and satisfy him self about the nature of the ground, the subsoil, availability of labour and materials, and all other relevant factors such as access to site etc before quoting his rates. No claim will be entertained later on account of any misunderstanding or incorrect information or ignorance of the existing conditions etc on the part of the tenderer.

Blasting

Blasting is prohibited and shall not be permitted under any circumstances. The contractor has to remove hard rock met with by chiseling, wedging and barring.

Trimming of slopes

All slopes shall be trimmed manually or mechanically true to line and profile and consolidated to the satisfaction of Engineer-in-charge. Any isolated rock or boulder appearing on the face and likely to be unstable shall be removed and the void thereof filled with approved material and compacted.

Shoring / Earth work support

The contractor shall shore and strut the sides of excavation to the satisfaction of the Institute. Should there be any slips or settlement, notwithstanding the shoring, the contractor shall make good the same at his own expense, with concrete or other approved material, as directed by the Institute. Shoring shall be removed gradually side by side with backfilling to prevent any settlement and under no circumstances, until such time as the foundation concrete has hardened enough, to take any loss brought on by the removal. Under special circumstances, shoring shall be left in place, if so directed by the Institute. No extra payment shall be made for shoring. The rate for the same shall be included in the excavation items.

Dewatering

All excavation shall be kept free from the water from any source. The contractor shall provide and clear away on completion all drains, pumps, and other equipments, for this purpose. The contractor shall be responsible for preventing any subsidence of adjoining ground due to pumping. No extra payment will be paid to the contractor for bailing out water. The contractor's quoted rate for earth work shall include all such contingencies.

Contractor to keep excavation clear

Should any sand, mud, weed, rubbish or other materials be deposited on excavated area, by sandstorm, rain, flood, landslides or from any cause, whatsoever, such materials shall be removed by the contractor at his own expense.

Back filling

All materials used as fill shall be to the Institute's approval. Filling materials shall be well graded clean stone, Gravel and other approved non-plastic granular material, all not more than 100 mm, in any direction and shall be well consolidated in layers not more than 150 mm thick. Final compacting must be done just before concrete is to be laid.

All fill materials shall be compacted at moisture content appropriate to the material being used. The compacted fill shall achieve a density which shall not be less than 95% of the maximum dry density obtained. Filling shall be free of any wood, organic matter or any other deleterious material.

Sand, soil, gravel etc. from the excavation may be used for back filling pits and trenches or for making up levels subject to approval of the Institute and subject to selection of proper materials. The contractor shall take instructions from the Institute regarding the type of excavated material is to be used for back fill.

In case the excavated materials are not approved for back filling, either totally or in part or if their quantity falls short of the quantity required for filling, suitable materials shall be brought to site from an approved source.

Measurements

Diagonal ridges, cross ridges, or dead-men shall be left in position shown by the Institute to enable accurate measurements being taken on the completion of the work. Where the ground is not uniform or where the site requires to be leveled, levels shall be taken before the start of the work and after the completion of the work and the quantity of excavation in cutting computed from these levels. The ridges or dead-man shall be removed by the Contractor at his cost after the measurements.

Excavation in all kind of soils and hard rock

Excavation and/or removal of any other material on the site, shall be carried out accurately to the lines, levels and dimensions shown in the drawings or as ordered by the Engineer-in-charge. The method of excavation shall be at the discretion of the Institute but should the dimensions of any excavation exceed those shown on the drawings or ordered by the Institute or should the sides collapse, the contractor will not be paid for such over excavation and he shall fill such extra space with approved material, at his own expense. All founding levels shall be got inspected by the Engineer-in-charge before the start of concrete or masonry. The founding bed shall be dressed and rammed satisfactorily.

CONCRETE WORKS

All concrete included in the works shall comply with the General requirements of this section of the specification except where those requirements are modified by the provisions of later clauses relating to specialized uses for concrete in which case the requirements of those clauses shall take precedence.

Supervision

A competent person shall be employed by the Contractor whose first duty will be to supervise all stages in the preparation and placing of the concrete. All tests on materials, the making and testing of cubes and the maintenance and calibration of all mixing and measuring plant shall be carried out under his direct supervision.

Materials

Cement

All cement shall be fresh when delivered. Cement shall be delivered in sound and properly secured bags or other packages ready for immediate use and shall be used direct from the bag. Cement containing lumps, which cannot be broken by a light touch of fingers, shall not be used in the works. Admixtures shall not be used without written consent of the Institute. The contractor shall provide a proper separate weatherproof store building with raised floor for

cement on the site and shall at all times protect the cement from damp or any other deleterious influences.

Aggregates

Materials used as aggregates shall be obtained from a source known to produce aggregates satisfactory for concrete and shall be chemically inert, strong, hard, and durable, of limited porosity and free from adhering, coating, clay lumps, coal residues and organic or other impurities that may cause corrosion of reinforcement or may impair the strength or durability of the concrete.

Fine aggregates shall be natural sand or sand derived by crushing material like granite stone and shall be free from coagulated lumps. Sand derived from stone unsuitable for coarse aggregate shall not be used as fine aggregates.

Coarse aggregate shall be crushed stone. The pieces shall be angular, rounded in shape and shall have granular or crystalline or smooth non-powdery surface. Fragile, flaky and laminated pieces and mica shall not be present.

Aggregate shall be thoroughly washed with clean water if so directed by the Institute. Aggregate should be free from fine holes and stone should not be weathered.

Water

Water for mixing concrete shall be clean and free from harmful materials and comply with the requirements of clause .3 of IS 456 (Latest revision)

Placing of concrete in wet weather.

Concrete shall not be mixed and or placed in rainy weather or when there is likelihood of impending heavy showers. If it becomes necessary to place concrete during rainy weather, the contractor shall provide adequate protection by means of tarpaulin or similar other water proof material to immediately cover fresh concrete to prevent rain falling over it. This protection shall be left on the concrete for a period of 24 hrs. after placing of concrete.

Compacting concrete.

The concrete shall be fully compacted throughout the full extent of the layer. It shall be thoroughly worked against the moulds and around any embedded items without displacing them, and in to corners of the moulds. Successive layers of the same lift shall be thoroughly worked together adjacent to the common face. The date of laying concrete shall be marked for curing and removal of form work.

FORM WORK

All form work shall be constructed to be rigid during the casting of concrete and constructed so that the surfaces adjacent to the concrete are with plus/minus 6 mm or the required surfaces when supporting the concrete and sufficiently water tight to prevent loss of liquid from the concrete and it shall be capable of being removed without shock or vibration to the concrete. Forms shall be cleaned with compressed air immediately before placing concrete to remove all rubbish. The inside faces of the form work shall be treated with a mould oil of type approved by the Institute. Shuttering shall be braced and strutted to prevent deformation under the weight and pressure of the wet concrete, constructional loads, wind and other forces.

Form work shall be so constructed that the concrete can be properly placed and thoroughly compacted. Form work shall be firmly supported and adequately strutted, braced or tied. It shall be capable of adjustment to the lines and dimensions of the finished concrete and it shall be sufficiently strong to resist without excessive distortion under the influence of the weather. The concrete should be done in scientific and methodical manner so as to give a uniform finish in line and level, so that minim rendering or plastering is done. The work found defective, should be dismantled and redone and site clear.

STEEL FABRICATION WORKS

This specification covers the fabrication and transportation to site and erection on prepared foundations. Fabrication, erection and approval shall be in compliance with General Specifications and IS: 800-1984 and Drawings to be supplied to the contractor during execution of the work.

STEEL REINFORCEMENT

Steel reinforcement bars, if supplied or arranged by contractor, shall be either plain round mild steel bars grade as per IS 432 (part-I) or medium tensile steel bars as per IS 452 (part-I) or hot rolled mild steel and medium tensile steel deformed bars as per IS 1139 or cold twisted steel bars and hot weld strength deformed bars as per IS 1786, as shown and specified on the drawings. Wire mesh or fabric shall be in accordance with IS 1566. Substitution of reinforcement will not be permitted except upon written approval from Engineer-in-charge.

Quality :

All steel shall be grade I quality unless specifically permitted by the Engineer-in-charge. No rolled material will be accepted. If demanded by the Engineer-in-charge. Contractor shall submit the manufacturers test certificate for steel. Random tests on steel supplied by contractor may be performed by Department as per relevant Indian Standards. All costs incidental to such tests shall be at contractor's expense. Steel not conforming to specifications shall be rejected. All reinforcement shall be clean, free from grease, oil, paint, dirt loose mill,

scale dust, bituminous materials or any other substances that will destroy or reduce the bond. All rods shall be thoroughly cleaned before being fabricated. Pitted and defective rods shall not be used. All bars shall be rigidly held in position before concreting. No welding of rods to obtain continuity shall be allowed unless approved by the Engineer-in-charge. If welding is approved, the work shall be carried as per 2751, according to best modern practices as directed by the Engineer-in-charge in all cases of important connections, tests shall be made to prove that the joints are of the full strength of bars welded. Special specifications, as specified by the Engineer-in-charge, shall be adhered to in the welding of cold worked reinforcing bars and bars other than mild steel.

Laps :

Laps and splices for reinforcement shall be shown in the drawings. Splices, in adjacent bars shall be staggered at the locations of all splices, except those specified on the drawing shall be approved by the Engineer-in-charge. The bars shall not be lapped unless the length required exceeds the maximum available length of bars at site.

PAINTING WORKS

Materials

Paints, Distemper, etc of approved brand and manufactures shall be used. Only ready mixed paint, as received from manufactures without any admixture shall be used.

If for any reason thinning is necessary in case of ready mixed paint the brand of thinner recommended by the manufacturer or as instructed by the Engineer-in-charge shall be used.

Approved paints, Distemper, or varnishes shall be brought to the site of work by the contractor in their original container in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the contractor and the Engineer –in –charge. The empties shall not be removed from the site of work, till the relevant item of work has been completed and permission obtained from the Engineer-in-charge.

Commencing work

Painting shall not be started until the Engineer –in-charge has inspected the item of work to be painted, satisfied himself about their proper quality and given his approval to commence the painting work. Painting of external surface should not be done in adverse weather condition like hail storm and dust storm. Painting, except the priming coat, shall generally be taken in hand after practically finishing all other building work.

The rooms should not be thoroughly swept out and the entire building cleaned up, at least one day in advance of the paint work being started.

Preparation of surface

Painting surface (both new and old surfaces) shall be thoroughly cleaned and dusted off. All the rust, dirt, scales, smoke, splashes, mortar dropping grease, paint, etc shall be thoroughly removed from the surfaces before painting is started. Approval shall be obtained from the Engineer in charge before painting the surface. The rate quoted for all items of painting work (Distemping, exterior emulsion, plastic emulsion, synthetic enamel, rust remover, etc..) shall include all the cleaning and preparation works mentioned above and no extra cost shall be paid for these surface preparation works.

CEMENT PLASTERING WORKS

Scope of work:

The work covered under these specification consists of supplying all material for rendering all types of plaster / pointing finishes strictly in accordance with these specifications, applicable drawings etc.

Mix Proportion:

The mortar for plastering shall be of proportion as specified in the item schedule. The mixes specified in the schedule are volumetric.

Mixing:

Cement and fine aggregates shall be mixed dry in the required proportions to obtain a uniform colour. Water shall then be added to get the required consistency for the plaster.

Mixing shall be done mechanically. However, manual mixing will be allowed only in exceptional circumstances at the discretion of the Engineer-in-charge. Manual mixing, where adopted, shall be carried out on a clean water tight platform. After water is added during mixing, the mix shall be held back and forth for 10 to 15 minutes.

In machine mixing, the mixer shall run at least placing all the ingredients in the drum. Only so much quantity of mortar which can be used within half an hour after the addition of water shall be prepared at a time. Any mortar for plaster which is set or partially set shall be rejected and shall be removed from the site.

Mode of Measurement:

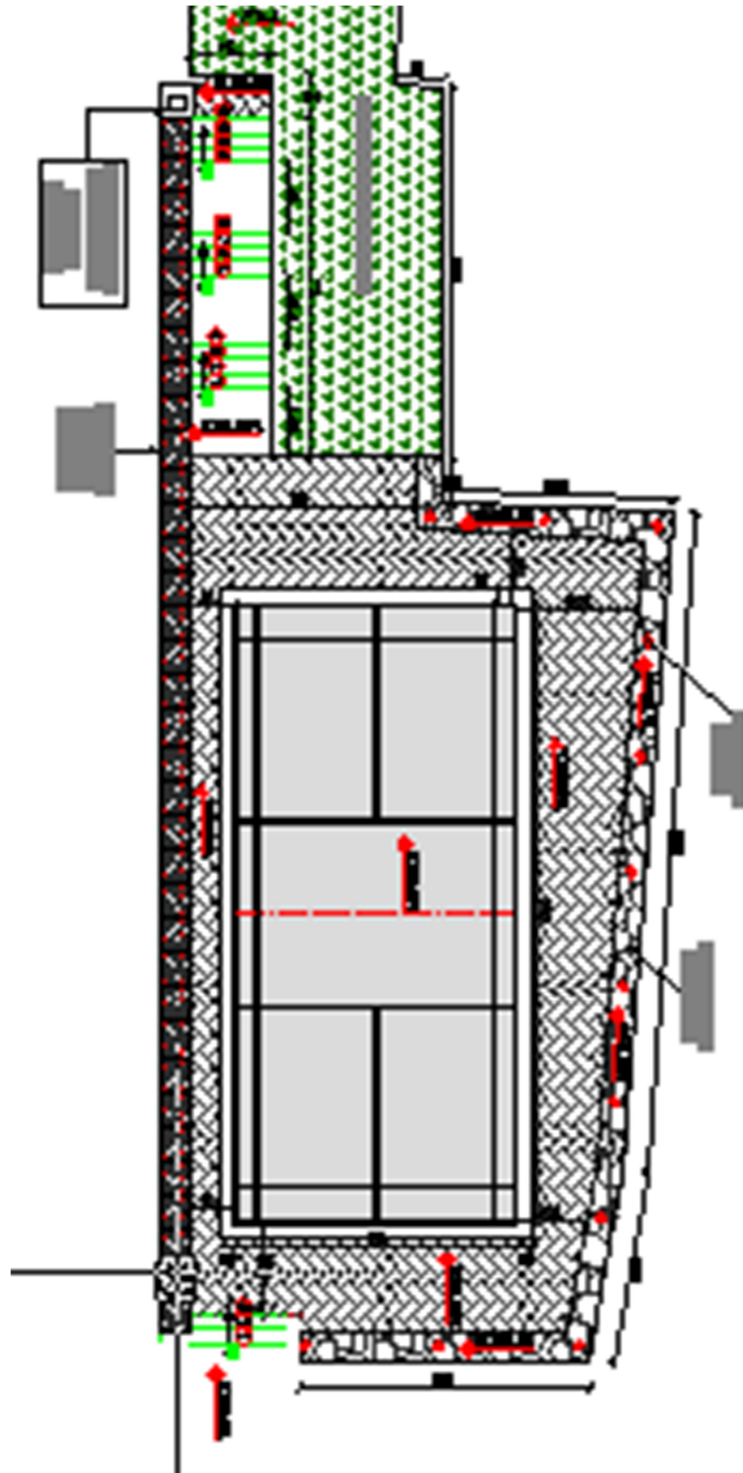
Area of plastering will be measured net and shall be paid for. The measurement of length of wall plastering shall be taken between walls or partitions (dimensions before plastering shall be taken) for the length and from top of the floor or skirting or dado as the case may be to the underside of ceiling for the height. All openings more than 0.1 sqm. shall be deducted and all jambs, so fits, sills of these openings if done, will be measured to arrive to the

net area for payment. No opening less than 0.1 sqm. shall be deducted and no jambs etc. for such openings shall be measured for payment.

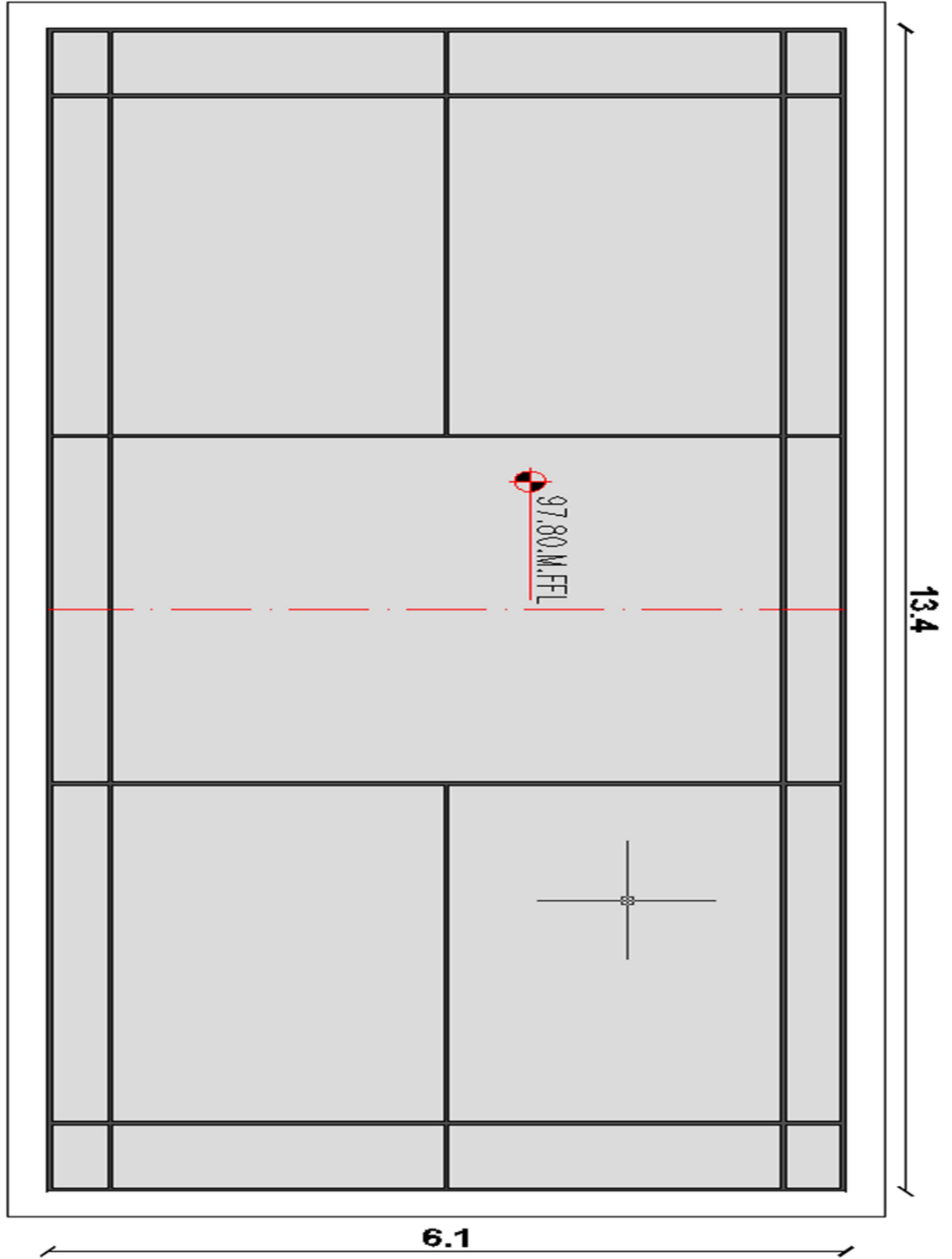
The rate shall include the cost of finishing all the edges, corners, cost of all materials, labour, scaffolding, transport, curing etc. The rate shall include the cost of finishing all the edges, corners, cost of all materials, labour, transport, scaffolding, curing etc. and grooves if so specified in the item of schedule of quantities.

The rate for plastering should include the cost of work towards the following items for co-ordination with electrical item:

Neatly plastering around DB's junction boxes, M.S. boxes etc. should be done and made matching with the wall finish after installation of electrical equipment.



Layout of the proposed badminton court



Proposed badminton court

LIST OF APPROVED MAKE OF MATERIALS

1	Cement	Malabar/ACC/UltraTech/Approved Equivalent
2	Aggregates	From approved quarry
3	Steel Reinforcement	TATA /SAIL/ Pee Kay/ Approved Equivalent
4	GI/MS pipe/Pipe	TATA/Approved Equivalent
5	Cement Primer	Asian/ Berger/ICI/Approved equivalent
6	Synthetic Enamel	Asian/ Berger/ICI/Approved equivalent
7	Exterior Emulsion	Apex Ultima (Asian)/ Weather coat All guard (Berger)/ Weathershield max (ICI) or approved Equivalent
8	Interlocking paver Tiles	Best Quality. Sample to be approved by the engineer in charge before commencing the work.
9	Badminton court Net	Yonex/ Approved equivalent.

VIII SCHEDULE OF QUANTITIES

Name of work: - CONSTRUCTION OF BADMINTON COURT NEAR MDC

Item No.	Description	Quantity	Unit	Rate (Rs) in words and figures	Amount (Rs.)
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth, 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead up to 50m and lift up to 1.5m, disposed earth to be levelled and neatly dressed - All kinds of soil.				
(a)	All kinds of Soil	17.50	m3		
(b)	Hard rock blasting prohibited	17.50	m3		
2	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift up to 1.5m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50m. - All kinds of soil.				
(a)	All kinds of Soil	7.00	m3		
(b)	Hard rock blasting prohibited	7.00	m3		

Item No.	Description	Quantity	Unit	Rate (Rs) in words and figures	Amount (Rs.)
3	Banking excavated earth in layers not exceeding 20 cm in depth, breaking clods, watering, rolling each layer with ½ tone roller, or wooden or steel rammers, and dressing up, in embankments for roads, flood banks, marginal banks, and guide banks etc., lead up to 50 m and lift up to 1.5 m : All kinds of soil	15.00	m3		
4	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 meters lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	2.00	m3		
5	Random Rubble masonry with hard stones in CM 1:6 (1 Cement: 6 Coarse sand) including cost and conveyance of all materials and labour charges, etc. complete.	27.00	M3		
6	Providing and laying C.C 1:4:8 (1 cement: 4 Course sand: 8 graded stone aggregate 40 mm nominal size) excluding the cost of centering and shuttering.	13.00	M3		
7	Providing and laying C.C 1:2:4 (1Cement: 2 Coarse sand: 4 Graded stone aggregate 20mm nominal size) excluding the cost of centering and shuttering.	6.50	m3		

Item No.	Description	Quantity	Unit	Rate (Rs) in words and figures	Amount (Rs.)
8	Providing and laying in position specified grade of reinforced cement concrete 1:11/2:3 (1 Cement : 11/2 Coarse sand : 3 graded stone aggregate 20mm nominal size) excluding the cost of centering, shuttering finishing and reinforcement - All work up to Plinth level.	15.00	m3		
9	Centering and shuttering including strutting, propping etc., and removal of form for-walls including attached pilasters buttresses, plinth and string courses etc.	70.00	m2		
10	Reinforcement for R.C.C work including straightening, cutting, bending, placing in position and binding all complete.- Thermo-Mechanically Treated.	1300.00	Kg		
11	Providing & applying 12mm thick wall plaster in CM 1:4 (1 cement : 4 coarse sand using 25% coarse sand and 75% fine sand), at all heights and levels including scaffolding, curing etc.	130.00	m2		
12	Providing and laying exposed R R Cladding masonry with good quality local granites, exposed faces neatly hammer dressed in cladding on plinth beams, brick/RR masonry, columns etc. in CM 1:4(1 Cement: 4 coarse sand) and joints raked and left neat and clean as directed including chisel drafting the corner stones - 150mm to 200 mm thick.	60.00	m2		

Item No.	Description	Quantity	Unit	Rate (Rs) in words and figures	Amount (Rs.)
13	Providing and laying Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab, including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 coarse sand) 25 mm thick	20.00	m2		
14	Providing & fixing 1st quality Ceramic glazed wall tiles conforming to IS:13753 of minimum thickness 5 mm of approved make, colour and size laid in dado/ flooring skirting and risers of steps laid on 3 mm average thick cement based high polymer modified quick-set tile adhesive (water based) conforming to IS:15477,using 5 kg. adhesive per sqm. of tile area, filling the joints with filler to match the colour of tiles, complete as directed by the Engineer-in-charge. Tiles shall be laid flush with adjoining surface unless directed other wise	11.00	m2		
15	Steel work using MS square tubes, Plates, pipes and rods, including cutting, hoisting fixing in position and painting with synthetic enamel paint two or more coats over a coat of steel primer , welded and bolted including special shaped washers etc complete.	585.00	Kg		

Item No.	Description	Quantity	Unit	Rate (Rs) in words and figures	Amount (Rs.)
16	Providing & Fixing nets (nylon) for badminton court with standard size and specifications as per the sample available in office and suitable for outdoor fields.	1.00	No		
17	Marking the court (badminton court) with Floor coat paint and suitable primer as per standard dimensions and specification including all cost of materials and labour	1.00	No		
18	Providing and laying 60mm thick factory made polished cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge	70.00	M2		
19	Applying one or more coats of Cement primer of approved brand and manufacturer on wall / ceiling surfaces including cost and conveyance of all materials and labour charges, etc. complete.	50.00	M2		
20	Finishing walls with premium acrylic smooth exterior paint with Silicone additives of required shade on old work (Over the textured surface) having minimum 7 years	50.00	M2		

Item No.	Description	Quantity	Unit	Rate (Rs) in words and figures	Amount (Rs.)
	comprehensive performance warranty. Warranty certificate should be obtained from the original manufacturer.				
21	Forming groove of uniform size in between the granite and tiles as per approved pattern using wooden battens, nailed to the under layer, including removal of wooden battens, repair to the edges of panels and finishing the groove complete as per specifications and direction of the Engineer-in-charge - 15 mm wide and 15 mm deep groove	70.00	mtrs		
22	Providing & Fixing Best quality nylon mesh (sample available with the institute), for side covering the court.	145.00	M2		
TOTAL					
RupeesOnly.

**Signature of the Contractor:
Name & Address:**

**Sd/-
Chief Manager (Infrastructure)**