

FOR OFFICE USE ONLY

YEAR: 2022-2023

Price: Rs. 1000.00

**Tender Notice****PRINCIPAL ANNASAHEB AWATE COLLEGE, MANCHAR**

B-1 Tender Notice No.1/2 022-2023For

**Name of Work : Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar**

Sd/-  
(Shri. K.G. Kanade )  
Principal Annansaheb Awate College, Manchar

Sd/-  
(Er. Sachin N Bangar )  
Architecture Consultant

Date :

Place :Manchar

**Contractor****Architect****Principal**

**B1-TENDER**

<b>Sections</b>	<b>Details</b>	<b>Pg No</b>
1	INTRODUTION	3
2	DETAILS OF TENDER NOTICE	2-5
3	GENERAL TERMS & CONDITION	6-10
4	SPECIAL TERMS & CONDITIONS	11-13
5	GENERAL INSTRUCTION TO BIDDER	14-15
6	GENERAL CONDITIONS OF CONTRACT	16-43
8	SPECIAL CONDITIONS	44-55
9	ARTICLES OF AGREEMENT	56-57
10	ANNEXURES/BONDS	58-66
11	PRELIMINERIES	67
12	PREAMBLES TO SCHEDULED QTY	68-69
13	APPROVED MAKES & BRANDS	70
14	ANNEXURE I	71
15	ANNEXURE II	71-75
16	ANNEXURE III	76
17	ANNEXURE IV	77-78
18	TENDER DRAWINGS	79-80
19	BILL OF QUANTITIES	SEPERATELY ATTACHED

## I. INTRODUCTION

Annasaheb Awate College Manchar is a monumental institution started on June 20, 1966 in memory of a veteran educationist and social activist AnnasahebAwate of this region who had devoted all his life in the development of Ambegaon tehsil in Pune district with the hurricane efforts of hundreds and thousands of activists. The memorial contributions of honourableAnnasahebAwate have been brought into realities and his dream has come true in the form of this educational institution.The college has become a place of educational centre in Ambegaon, Junnar and Khed tehsils



**Rayat Shikshan Sanstha's**  
**Annasaheb Awate College**  
**Manchar**

### खुलीनिविदासूचना

**बी-१निविदासूचनाक्र.२०२२-२०२३/१**

प्राचार्य आण्णासाहेब आवटे कॉलेज, मंचर यांचे कडून सार्वजनिक बांधकाम विभागाच्या योग्य त्या वर्गामधील नोंदणीकृत ठेकेदार/किंवा तस्तम कामाचा अनुभव असलेल्या खाजगी ठेकेदार यांच्याकडून दोन लिफाफा पद्धतीने खालील बाबीसाठी निविदा मागावीण्यात येत आहेत.

अ. क्र	कामाचे नाव	टेंडर रक्कम	टेंडर फी	इसारा रक्कम	कंत्राटदारवर्ग
1	Construction of Toilet Block @ New English School ,AnnaSaheb Awate College Manchar	11,15,000/-	1,000/-	11,150/-	सर्वसाधारण खुला

अटी व शर्ती खालीलप्रमाणे :

१.सदर संपूर्ण निविदा प्रक्रिया बी १ निविदा पद्धतीने होईल.सदर निविदे संदर्भातील निविदा नोटीस प्रसिद्धी ,सूचना शुद्धीपत्रके इत्यादीची माहिती आण्णासाहेब आवटे कॉलेज, मंचर यांच्या कार्यालयात [/www.aacmanchar.edu.in](http://www.aacmanchar.edu.in) या वेबसाईट वर उपलब्ध आहे. सदर निविदा कागदपत्रे दि.13/12/2022-सकाळी 11.00 वाजेपासून ते दि.-21/12/2022 संध्याकाळी 5.00 वाजेपर्यंत उपलब्ध आहे.

२.वरील कामांच्या निविदा आण्णासाहेब आवटे कॉलेज, मंचर यांच्या कार्यालयात या दि 14/12/2022 सकाळी 11.00 वाजेपासून ते दि. 22/12/2022 संध्याकाळी 5.00 वाजेपर्यंत सादर करता येतील.

३. निविदा फी व इसारा रक्कम offline/online पद्धतीने सादर करणेची आहे त्याशिवाय सादर निविदाधारकाची निविदा वैध धरली जाणार नाही.

४.सादर कामाच्या निविदांबाबत खालील बाबी आवश्यक राहतील .

(१) प्रत्येक कामाचे निविदा फी रक्कम आण्णासाहेब आवटे कॉलेज, मंचर यांच्या कार्यालयात offline/online स्वरूपात भरावयाची आहे

(२) इसारा रकमेची फी रक्कम वरील तक्त्यामध्ये नमूद केलेप्रमाणे offline /online पद्धतीने करावी.

(३) कंत्राटदार नोंदणीपत्र (फोटोसहीत) जोडावे लागेल.

(४) विहित नमुन्यातील प्रतिज्ञापत्र जोडावे लागेल.

(५) आयकर नोंदणी प्रमाणपत्र (PAN)अवश्यक आहे.

(६)PTR, PTECertificate तसेच ३ वर्षांचा ITR जोडावे लागेल.

(७) GST REGISTRATION CERTIFICATE जोडावे लागेल.

(८) ५०० रु च्या स्टंप पेपर वरती प्रतिज्ञापत्र जोडावे लागेल. सादर स्टंप पेपर आण्णासाहेब आवटे कॉलेज, मंचर यांच्या कार्यालयात कामाचा करारनामा करते वेळी जमा करावा लागेल.

(९) तस्तम कामाचा अनुभव असलेल्या खाजगी ठेकेदार यांना वरील प्रकारचे काम केलेल्या Architect यांनी प्रमाणित केलेले प्रमाणपत्रे सादर करावी लागतील , मागील तीन वर्षात वरील प्रमाणे केलेल्या कामांचे प्रमाणपत्र जोडणे आवश्यक आहे

निविदा प्रपत्रातील सविस्तर निविदा नोटीस मधील सर्व अटी व शर्ती कंत्राटदारावर बंधनकारक राहतील.

६. उपरोक्त कादपत्रे सादर करण्यास कोणतीही वाढीव मुदत अथवा सवलत दिली जाणार नाही.

७. ऑफलाईन पद्धतीने सादर केलेला लिफाफा.१ (तांत्रिक लिफाफा) शक्यतो दि. 23/12/2022 रोजि सकाळी 11.00 वाजता आण्णासाहेब आवटे कॉलेज, मंचर येथे उघडण्यात येईल.

८. पात्र निविदाधारकांच्या दराचा लिफाफा २ उघडणेचा वेळ संबंधीत पुरवठादारास संपर्कध्वनी कळवला जाईल.

९. मंजूर निविदाधारकाकडून विहित सुरक्षा अनामत रक्कम कामाचा करारनामा करतेवेळी आण्णासाहेब आवटे कॉलेज, मंचर येथे देय असलेल्या एफ डी आर / रोख स्वरूपात घेतली जाईल व उर्वरित रक्कम देयकातून कपात केली जाईल.

१०. निविदेबाबत कोणत्याही मार्गदर्शक सूचना ,शुधीपत्रक अथवा इतर माहिती आण्णासाहेब आवटे कॉलेज, मंचर येथे उपलब्ध होईल.

११.कोणतेही कारण न देता कोणतीही निविदा अथवा सर्वच निविदा नाकारणेचा हक्क निम्नस्वाक्षरीत यांनी राखून ठेवला आहे.

१२.निविदाधरकाचा देकार निविदाधीन कामाच्या रकमेपेक्षा 10% पर्यंत कमी दाराच्या असेल तर ठेकेदारानी निविदाधीन कामाच्या रक्कमेच्या 1% एवढ्या रक्कमेचा प्राचार्य आण्णासाहेब आवटे कॉलेज, मंचर या नावाने काढलेला निविदाप्रसिद्धीचे दिनांक नंतरच्या तारखेचा DD सिक्युरीटी म्हणून लिफाफा आण्णासाहेब आवटे कॉलेज, मंचर येथे जमा करावा लागेल.

१३.निविदाधारकाने 10 % पेशा जास्त कमी दाराची निविदा भरल्यास निविदा रक्कमेच्या 90 % रक्कम व कंत्राटदाराची बोली ची रक्कम यामधील फरकाच्या रक्कमे एवढ्या रक्कमेचा ( उदा. 14% कमी दारासाठी 10% पर्यंतचा 1% व वरील 4% दराने 4% असे एकूण निविदा रकमेच्या 1+4= 5%) दाराचा अतिरिक्त सुरक्षा अनामती चा डी.डी.व 15% पेक्षा अधिक कमी दराने भरल्यास पुढील प्रत्येक 1टक्क्यास 2% याप्रमाणे DD( उदा. 17% कमी दारासाठी 15% पर्यंतचा 6% व वरील 2% दराने 4% असे एकूण निविदा रकमेच्या 6+4= 10%) आण्णासाहेब आवटे कॉलेज, मंचर येथे जमा करावा लागेल.

१४. सदर निविदे प्रक्रीयेमध्ये कायदेशीर वादविवाद उपस्थित झाल्यास त्याबाबतचे कार्यक्षेत्र हे घोडेगाव, आंबेगाव जि.पुणे न्यायालय राहिल.

Sd/-  
(Shri. K.G. Kanade )  
**Principal Annansaheb Awate College, Manchar**

Sd/-  
(Er. Sachin N Bangar )  
**Architecture Consultant**

Date :

Place :Manchar

### III (A) TERMS AND CONDITIONS - GENERAL

1. B1-Tender documents available on **Annasaheb Awate college office Manchar** which is issued by the office of the **Principal Annasaheb Awate College, Manchar & Purchase committee, @ Manchar**, Tal : AmbegaonDist :, Pune - 411 503 to reputed PWD registered contractors / private firms ( Experience Certificate Certified By Architect ) for **Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar**
2. Modifications, if any, made in the above documents will be done by addenda/ corrigenda, copies of which will be available @ **Annasaheb Awate college office Manchar** The bidder shall not make any additions/deletions to or amend the text of the documents except in so far as may be necessary to comply with any addenda/ corrigenda issued. The bidders shall use only tender documents as issued for submitting their bid and shall comply with various terms and conditions.
3. All pages of tender document shall be signed by the authorized person and submit to the office of **Annasaheb Awate college Manchar**
4. The full name of the person authorized to file the tender with designation, present and registered office address, Phone No., Fax No. & e-mail address shall be indicated in the tender.
5. Additional documents if required regarding the tender may be submitted in the physical form (post/courier/personally) only. E-mail, fax and Telex will **not be considered for Technical bid evaluation.**
6. The tender should be filled and submitted in **English only**. All accompanying literature and correspondence also in English or Hindi.
7. Claim for costs, charges, expenses incurred by the bidder in connection with preparation of tender submission and for subsequent clarifications of their tender will not be entertained.
8. Purchase Committee will not be responsible for any typographical errors/ambiguity/additions/omissions committed by the bidder while filling up of the tender.
9. Submission of a bid by a tenderer implies that he has read all terms & conditions, and has made himself aware of the scope and specifications of the items to be supplied, availability of materials, local conditions and other factors bearing on the execution of the supply.
10. The bidder shall be deemed to have full knowledge of documents. No extra charges consequent on any misunderstanding.

11. The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and about the rates quoted by him and cover all his obligations under the tender.

**12. Bids submitted by reputed PWD registered contractors / private firms ( Experience Certificate Certified By Architect ) will be considered.**

**13. Submission of Earnest Money Deposit:** Bidders have to submit the Earnest Money Deposit through Demand Draft named “ **Principle Annasaheb awate College Manchar** “The EMD amount of the unsuccessful bidder will be returned immediately after opening of the bids Bidder has to check his eligibility for exemption of EMD amount, if applicable.

**14. Performance Security:** On confirmation/demand from **Principal Annasaheb awate College Manchar ,& Purchase committee** the successful bidder shall have to deposit 5% amount of the total value of the contract towards interest free security deposit in the form of Demand Draft along with the relevant required documents if any.

**15. Authority of Signing:** If the tender is submitted by an individual, it shall be signed by him. If the tender is submitted by a proprietary firm, it shall be signed by the proprietor. If the tender is submitted by a partnership firm, it shall be signed by all the partners of the firm or by authorized partner. If the tender is submitted by a Pvt. Ltd. /Ltd company or a corporation, it shall be signed by a Director or legally authorized person. In the latter two cases there has to be an authorization letter for filling the bids.

**16. Price/ Commercial Bid:**

- **The Bidder should offer the prices for each and every items mentioned in the bid, otherwise liable to reject after opening of bids.**
- The Tender shall be filled in English with a neat hand/type and all the figures and words shall be legible.
- The rates shall be written both in words and figures. The bidder shall also show the amount of each item, the total of each section and the grand total of the whole tender as specified.
- The tenders shall be verified by the bidder for accuracy in the arithmetical calculations, prior to submission.
- The price should be offered all inclusive in Indian rupees (INR)

**17.1 Technical details/documents shall contain following:**

- a) Compliance to technical specifications of the **Toilet block Building** for which bids are submitted as given in Annexure I. Compliance should be in same sequence as of specifications mentioned in documents. The range specified in the technical specifications should have min. or max. as the case may be.
- b) Compliance to the terms and conditions of the tender document, Authorized person to specify, “all the terms and conditions given above will be complied with” and Signature in respective pages of the tender documents, where “terms and conditions “are given.
- c) Adherence to the stipulated construction schedule of the building - Authorized person to specify “construction schedule given above will be complied with” and I signature in respective pages of the tender documents, where “construction schedule” is as given in Annexure II.
- d) Proof that the bidder is contractor or registered firm for which the bid is submitted. Power of attorney/authority letter authorizing the person who has filed the tender, if applicable.
- e) Compliance that the bidder has constructed the similar types of buildings during the past 3 years and performance report from at least 3 such users for the past 3 years.
- f) Covering letter on the letter head of the bidder stating:
  - i) That the bid confirms to the terms and conditions of the tender.
  - ii) Confirmation that the quoted rates are valid till validity of the tender or a period of **Six Months** from the date of the tender whichever is later.
  - iii) Safety devices & mechanisms from various mechanical, fire, chemical & Electrical hazards must be incorporated in the Building premises and should be separately mentioned.
- g) Addenda/Corrigenda/Clarification issued by **Principal Annasaheb awate College Manchar & Purchase Committee** before due date of tender, duly signed by the authorized person.
- h) Descriptive information giving the technical details of the construction.
  - i) A letter indicating assumptions, criterion, technical alternative etc., if any. However, the alternatives suggested by the bidder would not be taken as the basis for technical/commercial evaluation of the bids.
  - j) **List of Work done during the last 3 years, along with Satisfactory Certificates from Owners/ Architects of at least 3 Jobs completed of which at least one Job should not be less than 25.00 lacs**
  - k) The bidder should provide for last **three years financial position** along with supporting documents like Audited Balance sheet, profit & loss account etc.
  - l) Statutory Registration Certificates GST and Company Registration Certificate.
  - M) The rates quoted by the bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the bidder for any reasons whatsoever. It should be clearly understood that any claims for extra GST, etc.



**17.2 Commercial details shall contain:**

a) Total cost of the Civil Construction of **Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar** (quoted in INR), duly filled and Digital Signature in the format prescribed commercial envelope.

b) **The Cost should include following –**

Total cost of the **Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar**. including all required materials/equipment's/Machines /Tools etc. and including all applicable of taxes/Charges.

**18.Validity of the Tender:** Rates quoted by the bidder shall be valid till the period of the tender or a minimum of **Six Months** from the acceptance of the tender, whichever is later. The bidder shall not withdraw or revise or alter any conditions, rate(s) quoted within this stated period.

**19.Opening of tender:** The tender shall be opened by **Principal Annasaheb Awate College, Manchar & , Purchase committee**, at the office of the **Annasaheb Awate College Manchar**, at the time, date and venue as given in the "Tender Notice". Bid will be opened before the representatives who remain present at the time. The purchase committee shall not be liable for any representatives being absent.

**20.Agreement:** The successful bidder shall sign an Undertaking on Judicial paper worth **Rs. 500.00** in the format prescribed in Annexure IV before releasing of the purchase order by the office **Principal Annasaheb Awate College, Manchar & Purchase committee**. A copy of the purchase order once received should be returned with a stamp and signature of the authorized person as a token of acceptance of the terms and conditions of the purchase order.

**21.Criterion for rejection:**

a)**The Principal Annasaheb Awate College, Manchar& , Purchase committee** reserves the right to accept or reject any tender or reject all tenders without giving any reasons whatsoever for their decision.

b) Tenders are liable to be rejected in which any of the prescribed particulars / information is either missing or incomplete in any respect and/or if the prescribed conditions are not fulfilled.

c) Tenders which are found to be technically non-responsive shall be rejected and their commercial details shall not be considered.

d) Canvassing in connection with tender is strictly prohibited and tender submitted by bidder will not be considered.

e) Tenders containing specific conditions of the bidder other than the terms and conditions given in the tender document and not acceptable to the Purchase Committee are liable to be reject.

f) If the tender document is not digitally signed online by the authorized person and photocopies validated by stamp and signature of the authorized person.

g)The bidder should quote for **Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar**, specified in annexure I otherwise the tender will be rejected. However the commercial bid will beevaluated on the total cost.Before submission of the tender, the prospective bidders are expected to examine technical specifications of the **Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar**, terms and conditions etc., given in this tender document. Failure to furnish all information required in the tender document may result in the rejection of the bid. The Purchase Committee reserves the right to cancel items, from the list of requirement of equipments without assigning any reason thereof.

Sd/-  
(Shri. K.G. Kanade )  
**Principal Anna saheb Awate College, Manchar**

Sd/-  
(Er. Sachin N Bangar )  
**Architecture Consultant**

Date :

Place :Manchar

### III (B) TERMS AND CONDITIONS - SPECIAL

#### 1. Cost Details:

Total Construction Cost of **Civil Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar** details are to be filled up in the prescribed format for items as given at BOQ including all types of taxes, GST, freight, insurance, packing and forwarding, transport charges, loading/unloading, foundation, any other taxes/charges/Local taxes as applicable etc.

2. **Principal Annasaheb Awate College, Manchar or purchase committee** will not be responsible in any way for any loss of or damage to life of a person/s appointed by bidder during **Building Construction** as stated in Annexure I & will not pay any amount in whatsoever manner towards any such loss or damage.

#### 3. The terms of Payment:

No advance payment will be released to the bidder. Bill for the work completed during the month is to be submitted by last working day of the month and payment for the same will be released in next consecutive month after necessary certification issued by Architect appointed by **Principal Annasaheb Awate College, Manchar or purchase committee**.

4. Orders/award for the construction of building, once placed with successful bidder is non-transferable and sub-contracting is not permitted. **Principal Annasaheb Awate College, Manchar or purchase committee** reserves the right to cancel the order in such an event.

5. Any non-fulfillment of the stipulation given above will make the bid invalid.

6. The bids shall first be evaluated on the "Technical parameters" which shall inter- alia included, otherwise will be considered as a technically disqualified.

a) **PWD registered contractors / private firms ( Experience Certificate Certified By Architect ) will be considered.**

b) Compliance to technical specifications of the **Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar** for which the bid is submitted.

c) Necessary documentary proof that the bidder has constructed the similar types of buildings during past 3 years and performance report from at least 3 such clients.

d) The tenderer should have achieved an average annual turnover of minimum 75% of tender amount during last three consecutive financial years.

e) Provisional GSTN certificate

f) Copy of PAN allotment Certificate/ Pan Card issued by Income Tax Department

g) Latest 3 yrs. I.T return.

h) Compliance to all other relevant and critical terms & conditions of the tender.

i) Original Copies of Documents submitted for technical qualification should be produced for verification if required.

If any of the above mentioned parameters are not fulfilled, the bid will be considered as technically disqualified.

7. **Submission of Bids:** The Documents have to be uploaded by the bidder as per the below sequence only and as per the naming sequence given below only.

1. All pages of the tender document are to be signed and uploaded as Doc1 under this link.
2. For Registered contracting firms, representative letter from firm. Proof of Authorization for signing.
3. List of similar work Clients, along with the satisfactory certificates.
4. A covering letter duly signed by the authorized person as per the specimen given at **Annexure III** of the tender document.
5. Descriptive construction schedule quoted to be enclosed along with the technical details.
6. Provisional GSTN certificate.
7. Copy of PAN issued by Income Tax Department.
8. Latest 3 yrs. IT returns.
9. **Annexure I** (EMD value and technical specifications along with the Compliance statement).

**10. Annexure II**

8. **Completion of Work:** The total work has to be completed as specified in detailed Specification. The work shall be completed within a period of 6 months, starting from SEVEN days from the date of issue of Award of Contract for the work with written instructions from the competent authority. The above mentioned completion period is inclusive of monsoon period and no extension of time shall be granted on any account.

9. **Penalty:** The bidder shall adhere to the work completion period of the CIVIL CONSTRUCTION as committed by him as indicated in Annexure II of the tender document. Penalty for non-execution of the order within the delivery period shall be 1% of the cost of the CIVIL CONSTRUCTION for every week of delay and maximum 5% of the total value of the tender. If the bidder is not able to complete the work within stipulated period, then the competent authority reserves the right to terminate the order, without assigning any reasons and any loss incurred on account of the delay will be liable to be recovered from the bidder, after forfeiture of his Security Deposit.

10. **Force Measure:** In case of the delay beyond scheduled period due to some unforeseen reason, written permission is required from the Chairman, Purchase Committee with proper justification to avoid penalty.

11. **Settlement of dispute:** All the disputes and differences of any kind, what so ever, arising out of or in connection with the contract, whether during the progress of the work or after the completion shall be referred by the bidder to the competent authority

12.The venue of the arbitration shall be Pune. The laws of India shall govern this agreement. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Pune only, for any action or proceeding regarding this.

13.Delayed payment claim pertaining to this contract will not be applicable

14.The specifications given above are to be used for guidance. The bidder will have to ensure compliance with the details set out in **Annexure1**. The bidder is at liberty to include extra features in lieu of the required features; however this will not ensure that the bid will be accepted.

Sd/-  
(Shri. K.G. Kanade )  
**Principal Annansaheb Awate College, Manchar**

Sd/-  
(Er. Sachin N Bangar )  
**Architecture Consultant**

Date :

Place :Manchar

## GENERAL INSTRUCTIONS TO BIDDER

1. Each tenderer must, before submitting his tender, visit the site of works so as to ascertain the physical site conditions. No excuse regarding non-availability of materials or changes in the price will be entertained or extras allowed on that account.
2. The owner or the Architects do not bind themselves to accept the lowest or any tender and reserve themselves the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.
3. No alterations made by the tenderer in the letter to the Architect, the General Instructions to the Tenderer, the Articles of Agreement General Conditions, Special conditions Schedule shall be recognized and if any alterations are made or if any special conditions are attached, the tender is liable to be rejected.
4. If the tender is made by an individual, it shall be signed with his full name and his complete address. If made by firm a member of the firm who shall sign his own name and shall give the names and address of each partner/Attorney with the tender shall sign it under partnership of company name. A certified copy of the registered partnership deed shall also be submitted along with the tender. In case the tender is made on behalf of a company incorporated under the company's Act, 1956, it shall be signed by its Managing Director or any other legally authorized person and shall bear the official seal of the company.
5. The contractor shall prepare or submit along with the tender time schedule for completion of work of individual unit in specified period. The time schedule will clearly indicate the different stages of construction with ancillary service during the period of construction, which will decide the erection programme in phases.
6. The successful contractor has to sign the necessary "Secrecy Agreement" as required by owner.
7. The work shall be completed within a period of Six months from the date of issue of Award of Contract.
8. Conditions given in the schedule of quantity is final and binding to the contractor and supersedes the conditions given in General Specifications.
9. Clauses mentioned in the Tender document generally cover the intention of Architect/Employer; however in case of any ambiguity decision will be taken by mutual consideration with the approval of client

10. Our clients are not concerned with any rise or fall in prices of any material. The rates quoted shall be firm and inclusive of GST, or any other Duty /charges levied by State and/or central Government or Local Body. They should also include all charges for scaffolding, temporary Plumbing, line for tools and plants, sheds for workers and all materials of such general nature connected with the work. The rates shall be firm and shall not be subject to variation for laid out conditions or any other conditions what so ever and shall hold good till the completion of the work. Contractor should quote their rates considering GST on “Work’s Contract Act” and other Liabilities like provident fund, E.S.I. in respect of their Employees, Job Workers, contractor, sub-contractor etc., if any,
11. The rates quoted by the contractors shall include all eventualities such as heavy rain, sudden floods, tremors etc., which may cause damage to the executed work or which may totally wash out the work damage to the executed work which may totally wash out the work until the completion certificate issued to the contractors, our clients will not be responsible for such damage or wash out of the construction work.
12. All the items of “GENERAL SCHEDULE OF ITEMS” shall be quoted and the same rates shall be applicable to the Individual Schedule of each unit.
13. In case an item of work is mentioned at one or more places in the schedule of quantities, the lowest of the rates quoted by the contractor for the item shall be taken for the payment of this item. If the employer finds it difficult to allocate finance for the cont works under contract and the contractor shall not be entitled to claim any compensation on any account arising out of this contract. Claim any compensation on any account arising out of this contract
14. Whatever rubble, boulders, murum or other materials excavated from the site or are available on site, shall be the Clients’ property in the event of the same being used in any part of the construction, the cost there of to be calculated by the Architect shall be credited to the owners.
15. The taxes at source and GST deduction as applicable shall be deducted from each running Account Bill.
16. Bar chart giving time schedule.
17. All required material for construction of building will be in scope of contractor.
18. No escalation shall be paid upto successful completion & handover to Client.

## GENERAL CONDITIONS OF CONTRACT

### Definitions

1. **(1)** The contract document consists of the Agreement, the General Conditions of the Contract Specifications and bills of quantities including all modifications there of incorporated in the document before the execution and the Contract Drawings prepared by the Architect from time to time. These form the contract.
  
1. **(2)** The Owner/Employer/Client  
 The Contractor:  
 The Architect:  
 The Consultant:  
 Are those mentioned as such in the Agreement and shall include their legal representatives, as signs or successor. They are treated throughout the contract Document as if each we are of the singular number and masculine gender.
  
1. **(3)** “The Site” shall mean the site of the contract work including any building and erections thereon and any other land allotted by the owner for contractor’s use.
  
1. **(4)** The term “Sub-Contractor”, as employed herein, includes those having a direct contract with the contractor and it includes on who furnishes material worked to a special design according to the plans or specifications of this work but does not include one whom rely furnishes material not so worked. **Anyone doing work on a piece rate basis shall be deemed to be Sub-Contractor.**
  
1. **(5)** Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
  
1. **(6)** The term “Work “of the Contractor or Sub-Contractor includes labour or material or both.
  
1. **(7)** All time limits stated in the Contract document are of the essence of the contract.
  
1. **(8)** The law of the place of work shall govern the construction under this contract.
  
1. **(9)** The date of virtual completion of a project or specified area of a project is the date when construction is sufficiently completed in accordance with the Contract Documents as modified by any change or variation orders agreed to by the parties, so that the Owner can occupy the project for the use for which it was intended.



## **Contract Document**

2. The following documents shall constitute the contract document:

- i. Articles of Agreement.
- ii. General Conditions of Contract.
- iii. Specifications and Bill of Quantities
- iv. Drawings

The Contract Document is complementary. What is called for in any one shall be as binding as if called for by all.

The contract document shall remain in the custody of the Architect so as to be available at all reasonable terms for the inspection of the Owner or of the Contractor. Immediately after the execution of the contract one copy of the Contract Document and two copies of the as built Drawings shall be supplied by the Architect to the Owner free of cost.

As soon as if it is possible after the execution of this contract, two copies of the Specifications, descriptive schedule or other like document necessary for use in carrying the work shall without charge be supplied by the Architect to the Contractor free of cost.

This will be done provided that nothing contained in the said Specifications, Descriptive schedules or other document shall impose any obligation beyond those imposed by the Contract Document namely by the Contract Drawing, the Contract Bills, the Articles of Agreement and these Conditions.

After the award of the Contract the Contractor shall be supplied without charge with all such further drawings and details as may be prepared by the Architect and his consultant, from time to time as the work proceeds as are reasonably necessary either to explain or amplify the Contract Drawings or to enable the Contractor to carry out and complete the work in accordance with these Conditions, provided all such drawings shall be a reasonable development of the work described in the Contract Document.

The Contractor shall keep one copy of the Specifications, Descriptive schedule or other like document referred to in this clause and one copy of the Contract Drawing and such other drawings and details supplied to him from time to time and referred to in this clause and written instructions referred to in clause and sub-clauses 9,16 (1),16 (2). and 30 upon the site so as to be available to the Architect or his representative at all reasonable times.

None of the documents herein before mentioned shall be used by the Contractor for any purpose other than this contract and neither the Owner nor the Architect shall divulge or use except for the purpose of this contract any of the prices in the contract bills.

Upon final payment under the clause 31 (6) of these conditions, the Contractor shall if so requested by the Architect forthwith return to the Architect all Drawings, Details, Specifications, Descriptive Schedule and other Document of like nature, which bears his name, or that of the Consultant.

### **Type of Contract**

3. The Contract shall be an item rate contract. The Contractor shall be paid for the actual quantity of work done, as measured at site, at the rates approved and accepted by owner in the Contract Bills.

### **Schedule of Quantities**

4. The schedule of Quantities given in the Contract Bill are provisional and are meant to indicate the intent of the work and to provide a uniform basis for tendering. The Owner reserves the right to increase or decrease any of the quantities or to totally omit any item of work and the Contractor shall not claim any extras or damages on these grounds.

Any error in description or in quantity or omission of items from the contract Bill shall not vitiate this Contract but shall be treated as a variation.

### **Contract Drawings**

5. (1) In general the Drawings shall indicate dimensions, position and type of constructions; the Specifications shall indicate the qualities and the methods, and the Bill of Quantities shall indicate the quantum and the rate for each item of work. Any work indicated on the Drawings and not mentioned in the Specification or vice versa shall be furnished as though fully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified.
5. (2) The Contractor's work shall not deviate from the Drawings and the Specifications. The Architect's interpretation of these documents shall be final and without appeal.
5. (3) Errors or inconsistencies discovered in the Drawings and Specifications shall be promptly brought to the attention of the Architect, through the site engineer, for interpretation or correction.

Local conditions, which may affect the work, shall likewise be brought to the Architect's attention. If at any time, it is discovered that work is being done which is not in accordance with the contract Drawings and Specifications, the contractor shall correct the work immediately. Corrections of defective work shall not be a basis for any claim for extension of time. The contractor shall not carry on work except with the knowledge of the site engineer.

5. (4) Figured dimensions on the Scale Drawings and large size details shall govern. Large size details shall take precedence over small scale drawings. Any work done before receipt of such details, if not in accordance with the same, shall be removed and replaced or adjusted, as directed by the Architect without expense to the owner. The general conditions apply with equal force to all the work including authorized extra works.
5. (5) All drawings Bills of Quantities and Specifications and copies thereof furnished by the architect are his property. They shall not be used on any other work and shall be returned to the Architect at his request on completion or termination of the Contract.

### **Contract Sum**

6. The Contract sum shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these conditions, and subject to clause 5 (2) of these conditions any error whether of Arithmetic or not in the computation of the Contract Sum shall be deemed to have been accepted by the parties here to.

### **Contract Bills**

7. (1) The specifications and quantity of the work included in the contract sum shall be deemed to be that which is set out in the Contract Bills which Bills unless otherwise expressly stated in respect of any specified item shall be deemed to have been prepared in accordance with the principles of the standard method of measurement of building works, issued by the Indian Standard Institution but same as aforesaid nothing contained in the Contract Bills shall override, modify or affect in any way whatsoever the application or interpretation of that which is contained in these conditions.
7. (2) Any error in description or in quantity or omission of items from the contract Bills shall not vitiate this Contract but shall be corrected and deemed to be a variation required by the Architect.

### **Scope and Intent**

8. (1) Scope: The general character and the scope of the work is illustrated and defined by the Specifications and the Bills of Quantities herewith attached and by the signed Drawings. If the contractor shall find any discrepancy in or divergence between the Contract Drawings and or the Contract Bills he shall immediately give to the Architect a written notice specifying the discrepancy or divergence and the Architect shall issue instructions in regard thereto.
8. (2) Extent: The Contractor shall carry out and complete the work in every respect in accordance with this Contract and with the directions of and to the reasonable satisfaction of the Architect.
- The Architect may in his absolute discretion and from time to time issue further drawings, details and/or written instructions, written directions and written explanations all of which are collectively referred to as Architect's instructions. All such Drawings and instructions shall be consistent with Contract Document, true developments thereof and reasonably inferable there from.
8. (3) Intent: The intention of the document is to include all labour and materials, equipment and transportation necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Document, true developments thereof and reasonably inferable there from. Materials of work described in words which so applied have a well know technical or trade meaning shall be held to refer to such recognized standard.

### **Architects Instructions**

9. (1) The Contractor shall forthwith comply with and duly execute any works comprised in such instructions issued to him by the Architect in regard to any matter in respect of which the Architect is expressly empowered by these conditions to issue instructions, The verbal instructions, directions and explanations given to the contractor or his work representative by the Architect shall if involving a variation be confirmed in writing. If within seven days after receipt of a written notice from the Architect, requiring compliance with an instruction the Contractor does not comply herewith, then the Owner may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions and all cost incurred with such employment shall be recoverable from the Contractor by the Owner as a debt or may be deducted by him from any amount due or to become due to the Contractor under this contract.
9. (2) Upon receipt of what purports to be instruction issued to him by the Architect the Contractor may request the Architect to specify in writing the provision of these conditions which empowers the issue of the said instruction. The Architect shall forthwith comply with any such request, and if the Contractor shall thereafter comply with the said instruction, then the issue of the same shall be deemed for all purposes of this Contract to have been empowered by the provision of these Conditions specified by the Architect in answer to the Contractor's request.
9. (3) All instructions issued by the Architect shall be in writing. Any instruction issued orally shall be of immediate effect, but shall be confirmed in writing by the contractor to the Architect within seven days, and if not dissented from, in writing by the Architect to the Contractor within seven days from receipt of the contractor's confirmation shall take effect as from the expiration of the later said seven days.

Provided always:

A. That if the Architect within seven days of giving such an oral instruction shall himself confirm the same in writing. Then the Contractor shall not be obliged to confirm as aforesaid, and the said instruction shall take effect as from the date of the Architect's confirmation

**And**

B. That if neither the Contractor nor the Architect shall confirm such an oral instruction in the manner and at the time aforesaid but the contractor shall nevertheless comply with the same, then the Architect may confirm the same in writing at any time prior to the issue of the Final Certificate. And the said instruction shall thereupon be deemed to have taken effect on which it was issued.

### **Facilities and Co-operation**

10. In the case of works indicated on the Drawings but not included in the contract the Contractor shall provide necessary facilities and co-operation for any Sub- contractor or supplier who may be approved by the Owner. The Contractor shall do all cutting, filling or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the Drawings and specifications for the completed structure, and he shall make good after them as the Architect may direct. Any cost caused by the defective or ill-timed work shall be borne by the party responsible thereof.

The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work of any other contractor without the Consent of the Architect.

**Setting out**

11. The Architect shall determine any lines levels which may be required for the execution of the work and shall furnish to the contractor by way of accurately dimensioned drawings such information as shall enable the contractor to set out the work at ground level.
12. The contractor shall set out and level the work and shall be responsible for the accuracy of the same. He shall provide all the instruments and attendance required by the Architect for checking the work. He shall entirely at his own cost amend to the satisfaction of the Architect any error found at any stage which may arise through inaccurate setting.
- 12.(1) Visit: Before tendering, the Contractor shall have visited and examined the site and satisfied himself as to the nature of the existing roads or other means of communication and the character of the soil and of the excavations, the correct dimensions of the work and the facilities for obtaining any special articles called for in the Contract document and shall have obtained generally his own information on all matters affecting the continuation and progress of the works.  
No extra charge made in consequence of any misunderstanding or incorrect information on any of these points, or on the grounds of insufficient description, will be allowed. Should the contractor after visiting the site, find any discrepancies, omissions, ambiguities or conflicts in or among the Contract Document, or to be in doubt as to their meaning, he shall bring the questions to the Architect's attentions, not later than ten days before the last date for submission of the tender.
- 12.(2) Possession: The Contractor shall be allowed admittance to the site on the Date of commencement stated in the appendix and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the „Date of completion“ stated in the appendix subject nevertheless to the provision for extension of time hereinafter contained.
- 12.(3) Treasures: Any Treasures, Coins or objects of Antiquity, which may be found at site shall be handed over to the Owner.

**Samples and Shop Drawings:**

- 13.(1) After the award of the contract, the Contractor shall furnish for the approval of the Architect, with such promptness as to cause no delay in his work or in that of any other Sub contractor, samples and shop drawings required by the specifications or by the Architect Samples shall be delivered as directed by the Architect.
- 13.(2) A schedule giving dates for the submission of samples shall be included in the schedule described under clause 14. Unless specifically authorized all samples must be submitted for approval within Ten days of signing the contract and not less than thirty days before the date the particular work involved is scheduled to begin.
- 13.(3) The Architect shall check and approve such samples, with reasonable promptness only for conformity with the design concept of the project and for compliance with the information in the contract Documents. The Work shall be in accordance with the approved samples.

**Progress chart**

14. The Contractor shall prepare progress charts and submit the same for approval of the architect and for his record within Ten days of the Award of the Contract. The charts shall indicate the expected date of commencement and completion of each of the items of the work and shall be in a form approved by the Architect. The Chart shall also indicate the scheduling of samples, Shop Drawings and approvals.

### **Access for Architect/Clients to the Works**

15. The Architect/Client and his/their representatives shall at all reasonable times have access to the Works and to the Workshops or other places of the contractor where work is being prepared for the contract and when work is to be so prepared in workshops or other place of a sub-Contractor (whether or not a nominated Sub-contractor as defined in clause 26 of these Conditions) the contractor shall have a term in the Sub-contract so as to secure a similar right of access to those workshops or places for the Architect/Client and his/their representatives and shall do all things reasonably necessary to make such right effective.

### **Architects Status and Decisions**

- 16.(1) The Architect shall be the Owner's representative during the construction Period. The Architect shall periodically visit the site to familiarize himself generally with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with the Contract Document. He shall not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work and he shall not be responsible for the contractor's failure to carry out the construction work in accordance with the Contract Document. During such visits and on the basis of his observations while at the site he shall keep the Owner informed of the progress of the work, shall Endeavour to guard the Owner against defects and deficiencies in the work of the Contractor and he shall condemn work which fails to conform to the Contract document. He shall have authority to act on behalf of the Owner only to the extent expressly provided in the contract Document or otherwise in writing which shall be shown to the Contractor. He shall have authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to ensure the proper execution of the Contract.

The Architect shall be in the first instance the interpreter of the conditions of this Contract and the judge of its performance. He shall side neither with the Owner nor with the Contractor but shall use his powers under the Contract to enforce its faithful performance by both. In case of the termination of the appointment of the Architect the owner shall appoint a capable and reputable Architect against whom the contractor shall make no unreasonable objection and whose status under the contract shall be that of the former Architect. Any dispute in connection with such appointment shall be subject to Arbitration.

- 16.(2) Decision: The Architect shall within a reasonable time make decisions on all claims of the Owner or the contractor and all other matters relating to the execution and progress of the work or the interpretation of the Contract Document. The Architect may in his absolute discretion and from time to time issue further Drawings. Details and/or written instructions, written directions and written explanations in regard to:
- A. Variation or modifications of the design.
  - B. The quality or quantity of works or the additions or omission or substitution of any work.
  - C. Any discrepancy in or divergence between the Drawings and/or specifications.
  - D. The removal and /or re-execution of any works executed by the Contractor.
  - E. The dismissal from the works any persons employed thereon
  - F. The opening up for inspection of any work covered up.
  - G. The amending and making good of any defects under Defects Liability Period.
  - H. The removal from the site of any materials brought there on by the Contractor and the substitution of the other material thereof.
  - I. Assignment and sub-letting.
  - J. Delay and extension of time.
  - K. The postponement of any work to be executed under the provision of this Contract.

- 16.(3) **Dismissal:** The Contractor shall on the request of the Architect immediately dismiss from the works any person employed thereon by him who may in the opinion of the Architect be incompetent or misconduct's himself and such person shall not be again employed on the work without the permission of the Architect.

**Performance Bond**

17. Within seven days of the signing of this Contract the contractor shall deposit with Annasaheb Awate college Manchar for due performance of this contract as security deposit a sum which together with the Earnest Money shall be equal to that referred to in the appendix to this Contract as "Security Deposit".

The Security Deposit shall be in the form approved Annasaheb Awate college Manchar and shall remain so deposited with the Annasaheb Awate college Manchar till the end of the Defects Liability Period referred to in the appendix.

The said security deposit shall indemnify the Owner against loss from defects arising from any clause under this contract or due to the failure of the contractor to promptly carry out any matters arising under this contract.

**Client Site engineer:**

18. The term "Client site engineer" shall mean the person approved, appointed and paid by the Owner. Acting under the orders of the architect to inspect the works in the absence of the architect; the contractor shall afford the site engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the site engineer nor any representative of the Architect shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the contract or to sanction any day work, additions, alternations, deviations or omissions, or any extra work whatever except in so far as such authority may be specially conferred by a written order of the architect.

The Clients site engineer or any representative of the Architect shall have power to give notice to the contractor or to his representative of non-approval of any work of materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Architect, is obtained. The works will from time to time be examined by the Architect, Client site engineer or the Architect's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Architect.

**Contractors field organization and Equipment**

- 19.(1) Engineer-in-Charge: The Contractor shall constantly keep on his work during its progress one or more qualified and competent Engineers-in-Charge who will be responsible for the carrying out of the works to the true meaning of the Drawings, Specifications and Schedule of the Quantities, Architects instructions and directions to the satisfaction of the Architect. Any directions or instructions given to him by the Architect shall be deemed to have been issued to the contractor. Attention is called to the importance of requesting instructions from the Architect before undertaking any work where Architect's direction or instructions are required. Any such work done in advance of such instruction will be liable to be removed.

- 19.(2) **Equipment:** The contractor shall provide and install all necessary hoists, ladders, scaffolding, tools, tackles, plants, all transport for labour materials and plant necessary for the proper carrying on execution and completion of the work to the satisfaction of the Architect.
- 19.(3) **Watchman:** The Contractor shall make his own security arrangements to guard the Site and premises at all times, at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of material and labour. The Contractor shall extend the security arrangements to guard the material stored and /or fixed on the premises by the Sub-contractors.
- 19.(4) **Storage of Materials:** The Contractor shall provide, erect and maintain proper sheds for the storage and protection of the materials etc. and also for the execution of work which may be prepared on the Site.
- 19.(5) **Sanitary Conveniences:** The Contractor shall provide and erect all necessary sanitary convenience for the Site-staff and the workmen, maintain in a clean orderly condition and clean and deodorize the ground after removal.
- 19.(6) **Telephone:** The Contractor shall provide a separate Telephone for the works and shall pay all charges in connection with the same during the execution of the Work.
- 19.(7) **Scaffolding, Staging, Guardrails:** The Contractor shall provide scaffolding, staging, guardrails, temporary stairs which shall be required during construction. The support for the scaffolding, staging, guardrails and temporary stairs shall be strong, adequate for the particular situation. The temporary access to the various parts of the Building under construction shall be rigid and strong enough to avoid any chance of mishaps. The arrangement proposed shall be subject to the approval of the Architect.

## **20. Taxes**

The Contractor shall add to the amount of his tender the amount of GST, any other tax legally payable and it shall be assumed his rates cover for all taxes and duties as applicable and no claim on this account will be entertained.

### **Statutory obligations, notices, fees and charges:**

- 21.(1) The Contractor shall comply with and give all notices required by any Government authority, and instrument, rule or order made under any Act of Parliament or any regulation or Bye law of any local authority relating to the work or with whose system the same is or will be connected. The Contractor before making any variation from the Contract Drawings or Contract Bills necessitated by such compliance shall give to the Architect a written notice specifying and giving reasons for such variations and the architect may issue instructions in regard thereto. If within 10 days of having given the said written notice the Contractor does not receive any instructions in regard to the matters therein specified, he shall proceed with the work confirming to the Act of Parliament, instrument, rule, order, regulations or Bye-law in question and any variation thereby necessitated shall be deemed to be a variation required by the Architect.
- 21.(2) The Contractor shall pay and indemnify the Owner against liability in respect of any fees or charges (including any rates and taxes) legally demandable under any Act of Parliament, instrument, rule or order or any regulation or Bye-law or any local authority in respect of the Work.



### **Royalties and patent rights**

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

### **Licenses and Permits for Materials under Government control**

23. Licenses and Permits for all materials under Government control shall be obtained by the Contractor through the collaboration and help of the Owner, the contractor shall include in his tender all transport charges and other expenses likely to be incurred to bring the materials to the Site.

### **Water & Power for construction**

24. The client will facilitate Power & Water.

No Claim on account of power failure will be entertained. It shall be ensured by contractor that work shall proceed uninterrupted in the event of power failure as such. Adequate number of diesel operated machinery (such as concrete mixers, diesel generators, vibrators, welding sets etc. whichever is required) shall be provided by contractor as an alternative arrangement in case electrically operated machinery are stopped due to power failure. No Claim for delay on account of Non- availability of water will be entertained. Contractor has to make necessary arrangement for Storage of water at site as per the requirement.

### **Assignment or sub-letting**

25. The contractor shall not without the written consent of the Architect assign this Contract, and shall not without the written consent of the Architect (which consent shall not be unreasonably withheld to the prejudice of the Contractor) Sub-let any portion of the work.
26. As soon as practicable and before awarding any sub-Contract, the contractor shall notify the Architect in writing the names of the Sub-contractor proposed for the principal parts of the work and for such other parts as the Architect may direct, and shall not employ any to whom the Architect or the Owner may have a reasonable objection.  
The Architect, however, shall have power to obtain estimate and select other agencies to carry out any of the work as described below.
26. (1) All specialists, merchants, tradesmen, and other executing any works or supplying and fixing any goods, who may be nominated or selected by the Architect shall be deemed to be Sub-Contractors employed by the contractors and are to be referred as nominated sub-Contractors. No nominated Sub- Contractor shall be employed, on or in connection with the work, against whom the Contractor shall make reasonable objection or (save where the Architect and contractor shall otherwise agree) who will not enter into a contract providing.
26. (1) A. That the nominated Sub-Contractor shall carry out and complete the sub-Contract works in every respect to the reasonable satisfaction of the Contractor and of the Architect and in conformity with all the reasonable direction and requirements of the Contractor.
26. (1) B. That the nominated Sub-Contractor shall observe, perform and comply with all the provisions of this Contract on the part of the Contractor to be observed, performed and complied with (other than clause 47 (A) of these conditions, if applicable) so far as they relate and apply to the Sub-Contract works or to any portion of the same

26. (1) C. That the nominated Sub-Contractor shall indemnify the Contractor against the same liabilities in respect of the Sub-Contract work as those for which the Contractor is liable to indemnify the Owner under this Contract.
26. (1) D. That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default of such Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, and shall insure himself against any such claims and produce the policy, or policies and premium receipts and when required by the Contractor or Architect.
26. (1) E. The Architect and his representative shall have right of access to the workshops and other places of the nominated Sub-Contractor as mentioned in clause 15 of these conditions.
26. (1) F. That the Sub-Contract work shall be completed within the period or (Where they are to be completed in sections) periods therein specified, that the Contractor shall not without the written consent of the Architect grant any extension of time for the completion of the Sub-Contract work or any section thereof, and that the Contractor shall inform the Architect of any delay in the progress of completion of the Sub-Contract work or of any section thereof.
26. (1) G. That if the nominated Sub-Contractor fails to complete the Sub-Contract work or (Where the Sub-Contract works are to be completed in sections) any section thereof within the period therein specified or within any extended time granted by the Contractor with the written consent of the Architect, and the Architect certifies in writing to the contractor that the same reasonably have been completed, the nominated Sub-contractor shall pay or allow to the Contractor either a sum calculated at the rate therein agreed as Liquidated and Ascertained Damages for the period during which the said work or any section thereof, as the case may be, shall so remain or have remained incomplete or (Where no such rate is therein agreed) a sum equivalent to any loss or damage suffered or incurred by the Contractor and caused by the failure of the nominated Sub-Contractor as aforesaid.
26. (1) H. That the Contractor shall retain from the sum directed by the architect having been included in the calculation of the amount stated as due in any certificate issued under clause 31 of these conditions in respect of the total value of work, materials or goods executed or supplied by the nominated Sub- Contractor the percentage of such value named in the appendix to these conditions as percentage of certified value retained up to a total amount not exceeding a sum which bears the same ratio to the Sub- Contractor price as the unreduced sum named in the appendix to these conditions as limited of Retention Fund bears to the Contract sum; and that the contractor's interest in such sums so retained (by whomsoever held) shall be as trustee for the nominated Sub-Contractor (out without obligation to invest); and that the nominated Sub-Contractor's beneficial interest in such sums shall be subject only to the right of the contractor to have recourse there to from time to time for payment of any amount which he is entitled under the Sub-Contract to deduct from any sum due or to become due to the nominated Sub-Contractor; and that if and when such sums or any part thereof are released to the nominated Sub-Contractor they shall be paid in full if paid within 14 days of the date fixed for their release in the Sub-Contract.
26. (2) Before issuing any certificate under clause 31 of these conditions the Architect may request the Contractor to furnish to him reasonable proof that all amounts included in the calculation of the amount stated as due on previous certificates in respect of the total value of work materials of goods executed or supplied by any nominated Sub-Contractor have been duly discharged and if the Contractor fails to comply with any such request the Architect shall issue a certificate to that effect and thereupon the Owner may himself pay such amounts to any nominated Sub-Contractor concerned and deduct the same from any sums due or to become due to the Contractor.

26. (3) A. The Contractor shall not grant to any nominated Sub- Contractor any extension of the period within which the Sub-Contract work or (where the Sub-Contract works are to be completed in Sections) any section thereof is to be completed without the written consent of the Architect. provided always that the Contractor shall inform the Architect or any representation made by the nominated Sub- Contractor as to the cause of any delay in the progress or completion of the Sub-Contract work or any section thereof and that the consent of the Architect shall not be unreasonably with-held.
26. (4) Neither the existence nor the exercise of the foregoing powers nor anything else contained in these conditions shall render the Owner in any way liable to any nominated Sub-Contractor.
26. (5) Where the Contractor in the ordinary course of his business directly carried out works for which Prime Cost or Provisional Sums are included in the contract Bills and the Architect is prepared to receive tenders from the Contractors for such items, then the Contractor shall be permitted to tender for the same or any of them but without prejudice to the Owner's right to reject the lowest or any tender. If the contractor's tender is accepted he shall not sub-let the work without the consent in writing of the architect.
26. (6) It shall be a condition of any tender accepted under this paragraph that clause 30 of these conditions shall apply in respect of the Item Work included in the tender as if for the reference therein to the Contract Drawings and the contract Bills with references to the equivalent documents included in or referred to in the Tender.
26. (7) The Contractor shall allow for general attendance upon Sub-Contractors including free use of plant scaffolding and is to allow them the use of sanitary conveniences, storage facilities for storing materials, other amenities and affording them all reasonable facilities for carrying out their Contracts.

#### **Separate contracts**

27. The Owner reserves the right to let other Contracts in connection with his work under similar general conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and co-ordinate his work with theirs. If any part of Contractor's or Sub-Contractor's work depends for proper execution or results upon the work of any other contractor, or Sub-Contractor, the contractor shall inspect and promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his wok, except as to defects which may develop in the other contractor's or sub-Contractor's work after the execution of the work, to ensure the proper execution of his subsequent work the contractor shall measure work already in place and shall at once report to the architect any discrepancy between the executed work and the drawings.

#### **Variations, Provisional and Prime Cost Sums**

28. (1) The Architect may issue instruction requiring a variation and he may sanction in writing any variation made by the contractor otherwise than pursuant to an instruction of the architect. No variation required by the Architect or subsequently sanctioned by him shall vitiate this contract.

28. (2) The term "Variation" as used in these conditions means the alteration or modification of the design, quality or quantity of the work as shown upon the contract Drawings and desired by or referred to in the contract Bills, and includes the addition, omission or substitution of any work, the alteration of the kind of standard of any of the materials or goods to be used in the work, and the removal from the site of any works materials or goods executed or brought thereon by the Contractor for the purposes of the work other than work, materials or goods which are not in accordance with this Contract.
28. (3) The Architect shall issue instructions in regard to the expenditure of Prime Cost\* and Provisional Sums included in the contract Bills and of Prime Cost sums which arise as a result of instruction issued in regard to the expenditure of Provisional Sums.
28. (4) All variations required by the Architect or subsequently sanctioned by him in writing and all work executed by the contractor for which Provisional sums are included in the contract Bill (other than work for which a tender made under clause 26 (7) of these conditions has been accepted) shall be measured and valued by the architect who shall give to the contractor an opportunity of being present at the time of such measurement and of taking such notes and measurements as the Contractor may require. The valuation of variations and of work executed by the contractor for which Provisional Sum is included in the contract Bills, (other than work for which a tender has been accepted as aforesaid) unless otherwise agreed shall be made in accordance with the following rules.
28. (4) A. The price in the contract Bills shall determine the valuation of work of similar character executed under similar conditions as work priced therein.
28. (4) B. The said prices, where work is not of a similar character or executed under similar conditions as aforesaid, shall be the basis of prices for the same so far as may be reasonable, failing which a fair valuation thereof shall be made.
28. (4) C. Where work cannot properly be measured and valued, the Contractor shall be allowed day, work rates on the prices prevailing when such work is carried out (unless otherwise provided in the contract bills):
- (i) At the rates if any, inserted by the Contractor in the Contract Bills or in the form of Tender or
  - (ii) When no such rates have been inserted, at the rates prevailing in the market for material and labour and at the control rates for the controlled materials including in all cases the rate for delivery of the material at the work.
- Provided that in any case voucher specifying the daily time spent upon the work (and if required by the Architect the workmen's names) and the materials incorporated shall be delivered for verification to the Architect or his authorized representative not later than the end of the week following that in which the work has been executed.
28. (4) D. The prices in the Contract Bills shall determine the valuation of items omitted, provided that if omissions substantially vary the conditions under which any remaining items of work are carried out the prices for such remaining items shall be valued under rule (B) of this sub-clause.

28. (5) Effect shall be given to the measurement and valuation of variations under Sub-Clause (4) of this condition in Interim Certificates and by adjustment of the Contract sum; and effect shall be given to the measurement and valuation of work for which a Provisional Sum is included in the contract Bills under the said Sub- Clause in Interim Certificate and by adjustment of the Contract Sum in accordance with clause 31 (5) of these conditions.
28. (6) If upon written application being made to him by the Contractor, the Architect is of the opinion that a variation or the execution by the Contractor of work for which a Provisional Sum is included in the Contract Bills (other than work for which a tender made under clause 26 (6) of these conditions has been accepted) has involved the Contractor in direct loss and/or expense for which he would not be reimbursed by payment in respect of a valuation made in accordance with the rules contained in Sub- Clause (4) of the condition and if the said application is made within a reasonable time of the loss or expense. Any amount from time to time so ascertained shall be added to the Contract Sum, and if an Interim Certificate is issued after the date of ascertainment any such amount shall be added to the amount which would otherwise be stated as due in such certificate.

#### **Certificates and payment**

29. (1) At the period of Interim Certificate named in the appendix to these conditions the Architect shall issue a certificate stating the amount due to the Contractor from the Owner, and the Contractor shall be entitled for payment therefore within the period for honoring certificates named in the appendix to these conditions, interim valuations shall be made whenever the Architect considers them to be necessary for the purpose of ascertaining the amount to be stated as due in an Interim Certificate.
29. (2) The amount stated as due in an Interim Certificate shall subject to any agreement between the parties as to stage payments, be the total value of the work properly executed and of the materials and goods delivered to or adjacent to the work for use thereon Up to and including a date not more than seven days before the date of the said Certificate less any amount which may be retained by the Owner (as provided in Sub-Clause (3) of this condition) and less any installment's previously paid under this Condition, provided that such certificate shall only include the value of the said materials and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties.
29. (3) The Owner may retain the percentage of the total value of the work, materials and goods referred to in Sub-Clause (2) of this condition which is named in the appendix to these conditions as retention percentage. Provided always that when the sum of the amounts so retained equals the amount named in the said appendix as limit of retention fund or that amount as reduced in pursuance of clause 26 (J) of these conditions, as the case may be no further amounts shall be retained by virtue of this Sub-Clause.
29. (4) The amounts retained by virtue of Sub-Clause (3) of this Condition shall be subject to the following rules:
29. (4) A. The Owner's interest in any amounts so retained shall be fiduciary. As trustee for the Contractor (but without obligation to invest), and the contractor's beneficial interest therein shall be subject only to the right of the Owner to have recourse thereto from time to time for payment of any amount, which he is entitled under the provisions of this Contract to deduct from any sum due or to become due to the Contractor.

29. (4) B. On the issue of the certificate of virtual completion the Architect shall issue a certificate for one moiety, of the total amounts then so retained and the Contractor shall be entitled for payment of the said moiety within the period for honoring certificate named in the appendix to these Conditions.
29. (5) The measurement and valuation of the work shall be completed within the period of final measurement and valuation stated in the appendix to these Conditions, and the Contractor shall be supplied with a copy of the priced bills of variation not later than the end of the said period and before the issue of the Final Certificate under Sub-Clause (6) of this Condition.
29. (6) So soon as is practicable but before the expiration of the period the length of which is stated in the appendix to these Conditions from the end of the Defects Liability Period also stated in the said appendix or from completion of making good defects under clause 40 of these conditions or from receipt by the Architect of the Documents referred to in paragraph (b) of Sub-Clause (5) of this Condition, whichever is the latest, the Architect shall issue the Final Certificate. The Final Certificate shall state:
29. (6) Unless a written request to concur in the appointment of an Arbitrator shall have been given under clause 55 of these Conditions by either party before the Final Certificate has been issued or by the Contractor within 28 days after such issue. The said certificate shall be conclusive evidence in any proceedings arising out of this Contract (whether by Arbitration under clause 55 of these Conditions or otherwise) that the works have been properly carried out and completed in accordance with the terms of this Contract and that any necessary effect has been given to all the terms of this Contract which require an adjustment to be made to the Contract sum, except and in so far as any sum mentioned in the said certificate is erroneous by reason of:-
29. (6) A. Fraud dishonesty or fraudulent concealment relating to the works, or any part thereof, or to any matter dealt with in the said Certificate; or
29. (7) A. Any defect (including any omission) in the works, or any part thereof which reasonable inspection or examination at any reasonable time during the carrying out of the works or before the issue of the said Certificate would not have disclosed, or
29. (7) B. Any accidental inclusion or exclusion of any work, materials, goods or figure in any computation or any arithmetical error in any computation.
29. (8) Save as aforesaid no Certificate of the Architect shall of itself be conclusive evidence that any works materials or goods to which it relates are in accordance with Contract.

**Claim for Extra.**

30. When any instruction of decision given at site involves an extra or whereby the contractor may plan to claim an extra, it shall be the responsibility of the Contractor to inform the architect of the extra amount and get written authorization from the Architect before proceeding with the work involved.

Any modification carried out for expediting or simplifying work at the request of the contractor or his representatives shall not be taken as the basis for claiming an extra. However, if such modification shall also involve an extra, the rate for such modification shall be settled in advance and written authorization obtained by the contractor from the architect before proceeding with the work involved. If the contractor in writing gives no such information to the Architect, such modification shall not be accepted as the basis for extra charge.

**Deduction for uncorrected work**

- 31.If the Architect deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made there for.

**Fluctuations**

- 32.The Contractor shall not claim any extras for fluctuation of price and the Contract Price shall not be subject to any rise or fall of prices.

**Unfixed goods and materials**

33. Unfixed materials and goods intended for, delivered to and placed on or adjacent to the work shall not be removed except for use upon the work unless the Architect has consented in writing to such removal which consent shall not be unreasonably withheld. Where the value of any such materials or goods has in accordance with clause 31 (2) of these conditions been included in any Interim Certificate under the contract for which the contractor has received payment, such materials and goods shall become the property of the Owner, but subject to clause 34. (b) or to clause 47 (c) of these conditions (if applicable) the contractor shall remain responsible for loss or damage to the same.

**Materials and Workmanship**

34. (1) All materials and workmanship shall be as per the relevant code of I.S.I. Specification and of approved type and the Contractor shall immediately remove from the works any materials and / or workmanship which in the opinion of the architect are defective or unsuitable and shall substitute proper materials and / or workmanship at his own cost. The term approval used in connection with this contract shall mean the approval of the Architect.
34. (2) The Contractor shall if required submit satisfactory evidence as the kind and quality of materials.
34. (3) Where special makes or brands are called for they are mentioned as a standard. Others of equal quality may be used provided approval is first obtained in writing from the Architect. Unless substitution is requested no deviation from the Specification will be permitted. Failure to propose the substitution of any article during submission of the tender documents, will be deemed sufficient cause for denial of the request for substitution.
34. (4) The Contractor shall indicate and submit evidence in writing of those materials or articles called for in the Specifications that are not obtainable for installation in the work within the Time Limits of the Contract. Failure to indicate the above during submission of the tender documents, will be deemed sufficient cause for the denial of request for the extension of the Contract time.
34. (5) All material shall be delivered so as to insure a speedy and uninterrupted progress of the work. Such material shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure, and the Contractor shall be entirely responsible for damage or loss by weather or other cause.
34. (6) Within 10 days after signing the Contract, the contractor shall submit for approval of the Architect a complete list of all material he and his Sub-Contractors propose to use in the work of definite brand or make which differ in any respect from those specified; also the particular brand of any article where more than one is specified as a standard. He shall also list items not specifically mentioned in the Specifications but which are reasonably inferred and necessary for the completion of the work.

**Inspection**

35. (7) All materials and workmanship shall be subject to inspection, examination, and test by the Architect at any and all times during manufacture and / or construction. The Architect shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with proper material without additional charge therefore and the Contractor shall promptly segregate and remove the rejected material from the Works. If the Contractor fails to proceed at once with the replacement of rejected materials and or the correction of defective workmanship, the Architect may by contract or otherwise replace such materials and/or corrects such workmanship and charge the cost therefore to the Contractor, or may terminate the right of the contractor to proceed further with the work.

The Contractor shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the Architect.

**Defects**

35. (1) The Contractor shall make good at his own cost and to the satisfaction of the Architect, all defects, shrinkage's or small faults, arising in the opinion of the architect from work or materials not being in accordance with the Drawings or Specifications or Schedule of Quantities or the Instructions of the Architect, which may appear within "Defects Liability Period" referred to in the appendix.
35. (2) Such defects, shrinkage's shall upon directions in writing of the Architect, and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost unless the Architect shall decide that he ought to be paid for such amending and making good and in case of default the owner may employ and pay other Contractor to amend and make good such defects, shrinkage, settlements or other faults and all damages loss and expense consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss or expense shall be recoverable from him by the owner or may be deducted by the Owner , in lieu of such amending and making good by the Contractor deduct from any monies due to the Contractor a sum to be determined by the Architect as equivalent to the cost of amending such work and in the event of the Retention Amount being insufficient recover the balance from the Contractor, together with any expenses the Owner may have incurred in connection therewith.

**Possession completion and postponement**

36. (1) On the date for commencement stated in the appendix to these conditions possession of the site shall be given to the Contractor who shall thereupon begin the works and regularly and, diligently proceed with the same, and who shall complete the same on or before the date for Completion stated in the said appendix subject nevertheless to the provisions for extension of time contained in clause 40 of these conditions.
- 36.(2) The Architect may issue instructions in regard to the postponement of any work to be executed under the provisions of this Contract.
37. (1) If at any time or times before Virtual Completion of the work the Owner with the consent of the Contractor shall take possession of any part or parts or parts of the same for handing over to the Finishing Contractor or other agency, then notwithstanding anything expressed or implied elsewhere in this Contract:-
37. (1) Such part or parts shall not be deemed to be Virtually Complete.
37. (2) Virtual Completion of such part would occur on the completion of the last part of the structure under this Contract.
37. (3) The Contractor shall not claim that such part or parts are complete and request refund of payments in lieu thereof.



38. Upon it becoming reasonably apparent that the progress of the Works is delayed, the Contractor shall forthwith give written notice of the cause of the delay to the Architect, and if in the opinion of the Architect, the completion of the Work is likely to be or has been delayed beyond that date for completion stated in the appendix to these conditions or beyond any extended time previously fixed under this clause.
38. (1) by force majeure, Or
38. (2) by reason of any exceptionally inclement weather, Or
38. (3) by reason of loss or damage occasioned by any one or more of the contingencies referred to in clause 47 (a), (b) and (c) of these conditions, Or
38. (4) by reason of civil commotion, local combination of workmen strike or lockout affecting any of the trades employed upon the works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the work, Or,
38. (5) by reason of Architect's instructions issued under clauses 9, 30 (1) or 38 (2) of these Conditions, Or
38. (6) by reason of the Contractor not having received in due time necessary instructions, drawings, details or levels from the Architect for which he specifically applied in writing on a date which having regard to the date for completion stated in the appendix to these conditions or to any extension of time then fixed under this clause was neither unreasonably distant from not unreasonably close to the date on which it was necessary for him to receive the same, Or,
38. (7) by delay on the part of nominated Sub-Contractors or Nominated Suppliers which the Contractor has taken all practicable steps to avoid or reduce, Or,
38. (8) by delay on the part of artists, tradesmen or others engaged by the Owner in executing work not forming part of this Contract, Or,
38. (9) by reason of the opening up for inspection of any work covered up or of the testing of any of the work, materials or goods in accordance with clause 36 (7) of these conditions (including making good in consequence of such opening up or testing) unless the inspection of test showed that the work materials or goods were not in accordance with this Contract, Or,
38. (10) by reason of the Contractor's inability for reason beyond his control and which he could not reasonably have foreseen at the date of this Contract to secure such labour goods or materials as are essential to the proper carrying out of the works.

Then the Architect shall as soon as he is able to estimate the length of the delay beyond the date or time aforesaid make in writing a fair and reasonable Extension of Time for completion of the works, provided always that the Contractor shall use constantly his best endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Architect to proceed with the work.

**Damages for non-completion**

39. If the Contractor fails to complete the works by the date specified in these Conditions or within any extended time fixed under clause 38 of these conditions and the Architect certifies in writing that in his opinion the same ought reasonably so to have been completed, the Contractor shall pay or allow to the owner a sum calculated at the rate stated in the appendix as agreed Liquidated Damages for the period during which the said work shall so remain or have remained incomplete, the Owner may deduct such damages from any monies otherwise payable to the Contractor under this Contract.

### **Virtual Completion and Defects Liability Period**

40. (1) When in the opinion of the Architect the Works are practically completed he shall forthwith issue a certificate to that effect and Virtual Completion of the works shall be deemed for all the purpose of this Contract to have taken place on the day named in such certificate.
40. (2) Any defects shrinkage or other faults which shall appear within the "Defects Liability Period" stated in the appendix to these conditions and which are due to materials and workmanship not in accordance with this contract shall be specified by the Architect in a Schedule of Defects which he shall deliver to the Contractor not later than 14 days after the expiration of the said Defects Liability Period and within a reasonable time after receipt of such Schedule the Defects Shrinkage's and other faults therein specified shall be made good by the contractor and (unless the Architect shall otherwise instruct in which case the Contract Sum shall be adjusted accordingly) entirely at his own cost.
40. (3) Notwithstanding sub-clause (2) of this Condition the Architect may whenever he considers it necessary so to do, issue instructions requiring any defect, shrinkage's or other fault which shall appear within the Defects Liability Period named in the appendix to these conditions and which is due to materials and workmanship not in accordance with this Contract to be made good and the Contractor shall within a reasonable time after receipt of such instructions comply with the same (and unless the Architect shall otherwise instruct in which case the Contract sum shall be adjusted accordingly) entirely at his own cost, provided that no such instruction shall be issued after 14 days from the expiration of the said Defects Liability Period.
40. (4) When in the opinion of the Architect any defects shrinkage's or other defaults which he may have required to be made good under sub-clause (2) and (3) of this Condition shall have been made good he shall issue a certificate to that effect, and completion of making good defects shall be deemed for all the purposes of this Contract to have taken place on the day named in such certificates.
40. (5) In no case shall the Contractor shall be required to make good at his own cost any damage which may appear after Virtual Completion of the work, unless the Architect shall certify that such damage is due to injury which took place before Virtual Completion of the Works.

### **Loss and expense caused by disturbance of regular progress of the works**

41. (1) If upon written application being made to him by the Contractor, the Architect is of the opinion that the Contractor has been involved in direct loss and / or expense for which he would not be reimburse by a payment made under any other provision in this Contract by reason of the regular progress of the works or of any part thereof having been materially affected by:
41. (1) A. The Contractor not having received in due time necessary instructions, Drawings details or Levels from the Architect for which he specifically applied in writing on a date which having regard to the date of completion stated in the appendix to these Conditions was neither unreasonably distant from not unreasonably close to the date on which it was showed that the work materials or goods were not in accordance with this Contract; or

41. (1) B. The opening up for inspection of any work covered up or the testing of any work materials or goods in accordance with clause 36 (7) of these conditions (including making good in consequence of such opening up or testing), unless the inspection or test showed that the work materials or goods were not in accordance with this Contract; or
41. (1) C. Any discrepancy or divergence between the Contract Drawings and / or the Contract Bills; or
41. (1) D. Delay on the part of the Artists Tradesmen or others engaged by the Owner in executing work not forming part of this Contract; or
41. (1) E. Architect's instructions issued in regard to the postponement of any work to the executed under the provisions of this Contract; and if the written application is made within a reasonable time of it becoming apparent that the progress of the work or of any part thereof has been affected as aforesaid: Then the Architect shall ascertain the amount of such loss and/or expense. Any amount from time to time so ascertained shall be added to the amount which would otherwise be stated as due in such certificate.
41. (2) The provisions of this Condition are without prejudice to any other rights and remedies which the Contractor may possess.

#### **Payments withheld**

42. The Architect may withhold or on account of subsequently discovered evidence nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the Owner from loss on account of:
42. (1) Defective work not remedied.
42. (2) Failure of the Contractor to make payments properly to Sub-Contractor or for materials or labour.
42. (3) A reasonable doubt that the Contract can be completed for the balance then unpaid.
42. (4) Damage to another Contractor or Sub-Contractor.
42. (5) Claims filed on reasonable evidence indicating probable filing of claims. When the above grounds are removed payment shall be made for amounts withheld because of them.

#### **Injury to Persons and property Owner**

43. (1) The Contractor shall be liable for and shall indemnify the Owner against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the works, unless due to any act or neglect of the Owner or of any person for whom the Owner is responsible.
43. (2) Except for such loss or damages as is at the risk of the Owner under clause 47 (B) or clause 47 (C) of these Conditions (if applicable) the Contractor shall be liable for and shall indemnify the Owner against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property, real or personal ,in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the works, and provided always that the same is due to any negligence, omission or default of the Contractor, his servants or agents or of any Sub-contractor, his servant or agent.

#### **Insurance against injury to Persons and Property**

44. (1) Without Prejudice to his liability to indemnify the Owner under clause 45 of these conditions, the Contractor shall maintain and shall ensure from any Sub-Contractor to maintain:
44. (1) A. Such insurance's as are necessary to cover the liability of the Contractor or as the case may be of such Sub-Contractor, in respect of personal injuries or deaths arising out of or in the course of or caused by the carrying out of the work; and

44. (1) B. Such insurance's as may be specifically required by the Contractor in respect of injury or damage to property, real or personal, arising out of or in the course of or by reason of the carrying out of the work, and caused by any negligence, omission or default of the Contractor, his servants or agents or, as the case may be of such Sub-Contractor, his servants or agents.

The Contractor shall produce or insist any Sub-Contractor to produce for inspection the relevant policy or policies of insurance together with the receipts in respect of premiums paid under such policy or policies as and when required so to do by the Architect provided always that as and when may be reasonably required by the Architect the production by either the Contractor or any Sub-Contractor of a current certificate of insurance from the company or firm which shall have issued the policy or policies aforesaid shall be a good discharge of the Contractor's obligation to produce or to cause the production of the policy or policies and the receipts in respect of premium paid.

44. (2) A. The Contractor shall maintain in the joint names of the Owner and Contractor such insurance's as may be required in respect of any expense, liability, loss, claim or proceedings which the Owner may incur or sustain by reason of injury or damage to property real or personal arising out of or in the course of or by reason of the carrying out of the work, and caused otherwise than by the negligence, omission or default of the Contractor, his servants or agents or any Sub-Contractor, his servants or agents.
44. (2) B. Any such insurance as is referred to in the immediately preceding paragraph shall be placed with insurers to be approved by the Architect and the Contractor shall have to deposit with him the policy or policies and the receipts in respect of premiums paid.
44. (3) Should the Contractor or any Sub-Contractor make default in insuring or in continuing to insure as provided in Sub-clauses (1) and (2) of this condition the Owner may himself insure against any risk with respect to which the default shall have occurred and may deduct a sum equivalent to the amount paid in respect of premiums from any monies due to the Contractor.

**Insurance of the works against fire etc.**

45. (1.) \* A. The Contractor shall in the joint names of the Owner and Contractor, insure against loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from aerial objects, riot and civil commotion for the full value thereof all work executed and all unfixed materials and goods intended for, delivered to and placed on or adjacent to the work, but excluding temporary building plant, tools and equipments owned or hired by the Contractor or Sub Contractor and shall keep such work materials and goods so insured until Virtual Completion of the work. Such insurances shall be with insurers approved by the Architect and the Contractor shall deposit with respect of which the default shall have occurred and deduct a sum equivalent to the amount paid by him in respect of premium from any monies due to or to become due to the Contractor.

Provided always that if the Contractor shall independently of his obligations under this contract maintain a policy of insurance which covers (inter alia) the said work, materials and goods against the aforesaid contingencies to the full value thereof then the maintenance by the Contractor of such policy shall if the Owners interest is endorsed thereon, be a discharge of the Contractors obligation to insure in the joint names of the Owner and Contractor and the production by the Contractor as and when may reasonably be required by the Architect of a current certificate of insurance from the company or firm which shall have issued the said policy shall be a discharge of the Contractor's obligation to deposit with the Architect a policy or policies and the receipts in respect of premiums paid.

45. (1.) B. Upon settlement of any claim under the insurances aforesaid the Contractors with due diligence shall restore work damaged, replace or repair unfixed materials or goods which have been destroyed or injured, remove or dispose of any debris and proceed with the carrying out and completion of the work. All monies received from such insurances shall be paid to the Contractor by installments under certificates of the Architect issued at the period of interim certificates named in the appendix to these conditions. The Contractor shall not be entitled to payment in respect of the restoration of work damaged, the replacement and repair of any unfixed materials or goods and the removal and disposal of debris other than the monies received under the said insurances.
45. (2.) \* All work executed and all unfixed materials and goods intended for delivered to and placed on or adjacent to the works (except temporary buildings, plant, tools and equipment owned or hired by, the Contractor or any Sub Contractor) shall be at the sole risk of the Owner as regards loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from, aerial objects, riot and civil commotion by any one or more of the said contingencies then:
45. (2.) A. The occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under or by virtue of this Contract.
45. (2.) B. The Contractor with due diligence shall restore work damaged, replace or repair any unfixed materials or goods which have been destroyed or damaged, remove and dispose of any debris and proceed with carrying out and completion of the work. The restoration of work damaged, the replacement and repair of unfixed materials and goods and the removal and disposal of debris shall be deemed to be a variation required by the Architect.
45. (3.) \* The existing structure together with all the contents thereof and the works and all unfixed materials and goods intended for, delivered to and placed on or adjacent to the works (except temporary buildings, plant, tools and equipment owned or hired by the Contractor or (any Sub Contractor) shall be at the sole risk of the Owner as regards loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from, aerial object, riot and civil commotion, and the Owner shall maintain adequate insurance against that risk if any loss or damage affecting the work or any part thereof or any such unfixed materials or goods is occasioned by anyone or more of the said contingencies then:
45. (3.) A. The occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under or by virtue of this Contract.
45. (3.) B. (i) If it is just and equitable so to do the employment of the Contractor under this Contract may within 28 days of the occurrence of such loss or damage be determined at the option of either party by notice by registered post or recorded delivery from either party to other. Within seven days of receiving such notice (but not thereafter) either party may give to the other a written request to concur in the appointment of an Arbitrator under clause 53 of these Conditions in order that it may be determined whether such determination will be just and equitable.
45. (3.) B.(ii) Upon the giving or receiving by the Owner of such a notice of determination or, where a reference to Arbitration is as aforesaid upon the Arbitrator upholding the notice of determination the provisions of Sub clause (2) ( except sub - paragraph) (iii) of paragraph (B) of clause 49 of these Conditions shall apply.

45. (3.) B. (iii) If no notice of determination is served as aforesaid or where reference to Arbitration is made as aforesaid, if the Arbitrator decides against the notice of determination then
45. (3.) B. (iii) a. The Contractor with due diligence shall reinstate or make good such loss or damage and proceed with the carrying out and completion of the works.
45. (3.) B. (iii) b. The Architect may issue instructions requiring Contractor to remove and dispose of any debris: and,
45. (3.) B. (iii) c . The reinstatement and making good of such loss or damage and (when required) the removal and disposal of debris shall be deemed to be a variation required by the Architect.

#### **Determination by the Owner**

46. (1) Default: If the Contractor shall make default in any one or more of the following respects, that is to say:
46. (1) A. If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or
46. (1) B. If he fails to proceed regularly and diligently with the works, or
- 46.(1.) C. If he refuses or persistently neglects to comply with a written notice from the Architect requiring him to remove defective work or improper materials or goods and by such refusal or neglect the work is materially affected, or
46. (1) D. If he fails to comply with the provision of clause 25.
- Then the Architect may give him the notice by registered post or recorded delivery specifying the default and shall at any time thereafter repeat such a default (whether previously repeated or not) Then the Owner without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of notice by registered post or recorded delivery forth with determine the employment of the Contractor under this Contract under this Contract, provided that such notice shall not be given unreasonably or vexatious.
46. (2) Bankruptcy of Contractor : In the event of the Contractor becoming bankrupt or making a composition or arrangement with his creditors or being a company having a winding up order made or (except for purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking duly appointed or possession taken. By or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, the employment of the Contractor under this Contract shall be forthwith automatically determined but the said employment may be reinstated and continued if the Owner and the Contractor, his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.
46. (3.) The Owner shall be entitled to determine the employment of the Contractor under this Contract. If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with the Owner , or for showing or forbearing to show favor or disfavor to any person in relation to this Contract or any other Contract with the Owner, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to this Contract or any other Contract with the Owner the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the preservation of corruption act, or shall have given any fee or reward the receipt of which is an offence under the Local Government Act.

46. (4.) In the event of the employment of the Contractor being determined as aforesaid and so long as it has not been reinstated and continued, the following shall be the respective rights and duties of the Owner and Contractor.
46. (4.) A. The Owner may employ and pay other persons to carry out and complete the works and he or they may enter upon the works and use all temporary buildings, plant, machinery, appliances, goods and materials intended for, delivered to and placed on or adjacent to the works and may purchase all materials and goods necessary for the carrying out and completion of the works.
46. (4.) B. The Contractor shall if so required by the Owner or Architect within 14 days of the date of determination, assign to the Owner without payment the benefit of any Agreement for the supply of materials or goods and / or for the execution of any works for the purposes of this Contract but on the terms that a supplier or Sub - Contractor shall be entitled to make any reasonable objection to any further assignment thereof by the Owner. In, any case the Owner may pay any supplier or Sub-Contractor for any materials or goods delivered or Works executed for the purposes of this Contract (whether before or after the date of determination) in so far as the price thereof has not already been paid by the Contractor. The Owners rights under this paragraph are in addition to his rights to pay nominated Sub Contractor as provided in clause 26 (2) and payments made under this paragraph may be deducted from any sum due or to become due to the Contractor.
- 46.(4.) C. The Contractor shall as and when required in writing by the Architect so to do (but not before) remove from the works any temporary buildings, plant, tool, equipments, goods and materials belonging to or hired by him. If within a reasonable time after any such requirements has been made the Contractor, has not complied therewith then the owner may (but without being responsible for any loss or damage ) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
46. (4.) D. The Contractor shall allow or pay to the owner in the manner hereinafter appearing the amount of any direct loss and / or damage caused to the Owner by the determination. Until after completion of the works under paragraph (a) of this Sub Clause the Owner shall not be bound by any provisions of this Contract to make any further payment to the Contractor, but upon such completion and verification within a reasonable time of the accounts therefore the Architect shall certify the amount of expense properly incurred by the Owner and the amount of any direct loss and / or damage caused to the Owner by the determination and if such amounts when added to the monies paid to the Contractor before the date of determination exceed the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable by the Owner to the Contractor.

#### **Determination by the Contractor**

47. (1.) Without prejudice to any other rights and remedies which the Contractor may possess, if
47. (1.) A. The owner does not pay to the Contractor the amount due on any certificate within the period for Honoring Certificates named in the appendix to these Conditions and continues such default for seven days after receipt by registered post or recorded delivery of a notice from the Contractor stating that notice of determination under this condition will be served if payment is not made within seven days from receipt thereof or:-

47. (1.) B. The Owner interferes with or obstructs the issue of any certificate due under this Contract: Or.
47. (1.) C. The carrying out of the whole or substantially the whole of the uncompleted works (other than the execution of work required under clause 42 of these conditions) is suspended for a continuous period of the length by reason of:
47. (1.) C. (i) Force majeure, or
- 47.(1.) C. (ii). Loss or damage occasioned by any one or more of the contingencies referred to in clause 47 (a) or clause 47 (b) of the conditions (if applicable), or
47. (1.) C. (iii.) Civil commotion, or
47. (1.) C. (IV.) Architect's instructions issued under clauses 5 (3), 30 (1) or 38 (2) of these conditions, or
47. (1.) C. (v.) The contractor not having received in due time necessary instructions drawings, details or levels from the Architect for which he specifically applied in writing on a date which having regard to the date of completion stated in the appendix to these conditions or to any extension of time then fixed under clause 40 of these Conditions was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
47. (1.)C. (vi.) Delay on the part of Artists, Tradesmen or others engaged by the Owner in executing work not forming part of this Contract, or
47. (1.) C. (vii) The opening up for inspection of any work covered up or of the testing of any of the work materials or goods in accordance with clause 36 (7) of these Conditions (including making good in consequence of such opening up or testing) unless the inspection or test showed that the work materials or goods were not in accordance with this Contract. Then Contractors may thereupon by notice by registered post or recorded delivery to the Owner or Architect forthwith determine the employment of the Contractor under this Contract; provided to such notice shall not be given unreasonably or vexatious.
47. (2.) Upon such determination, then without prejudice to the accrued rights or remedies of either party or to any liability of the classes mentioned in clause 43 of these Conditions which may accrue either before the Contractor or any Sub Contractor shall have removed his or their temporary buildings, plant, machinery, appliances, goods or materials or by reason of his or their so removing the same, the respective rights and liabilities of the Contractor and the Owner shall be as follows that is to say:
47. (2.) A. The Contractor shall with all reasonable dispatch and in such manner and with such precaution as will prevent injury, death or damage of the class in respect for which before the date of determination he was liable to indemnify the Owner under clause 42 of these Conditions remove from site all his temporary buildings, plant, machinery, appliances, goods and materials and shall give facilities for his Sub Contractors to do the same but subject always to the provisions of Sub paragraph (iii) of paragraph (b) of this Sub clause.
47. (2.) B. After taking into account amounts previously paid under this Contract the Contractor shall be paid by the Owner.
47. (2.) B. (I) The total value of the works completed at the date of determination.
47. (2.) B.(II) The total value of work commenced and executed but not completed at the date of determination the value being ascertained in accordance with clause 30 (4) of these Conditions.
47. (2.) B. (III) The cost of materials or goods properly ordered for the works for which the Contractor shall have paid of which the Contractor is legally bound to pay, and on such payment by the Owner materials or goods so paid for shall become the property of the owner.



47. (2.) B. (IV) The reasonable cost of the removal under paragraph (a) of this Sub Clause.

47. (2.) B. (V) Any direct loss and / or damage caused to the Contractor by the determination.

Provided that in addition to all other remedies the Contractor upon such determination may take possession of and shall have a lien upon all unfixed materials which may have become the property of the Owner under clause 32 until payment of all monies due to the Contractor from the Owner.

#### **Co - Ordination of Work**

48. At the commencement of work, and from time to time, the Contractor shall confer with the Sub Contractors, persons, engaged on separate contracts in connection with the work, and with the Architect for the purpose of the co - ordination and execution of the various phases of the work. The Contractor shall ascertain the Sub Contractors, persons engaged on separate contracts in connection with the Works, the extent of all chasings, cuttings and forming of all openings, holes, grooves, etc. as may be required to accommodate the various services, the Contractor shall ascertain the routes of all services and the positions of all floor outlets, traps, etc. in connection with the installation of plant and services and arrange for the Construction of work accordingly. The Breaking and cutting of completed work must be avoided.

Particularly with this civil work contract, the contractor shall have to provide proper co-operation to:

1) Machinery providing and setting up contractor

2) Electrification contractor

For

a) Laying / providing proper foundations / trenches / grooves / channels / ducts, etc. in floor / walls, etc. as per requirement of the owner / contractor carrying out particular work

b) The civil work contractor shall be responsible for timely completion of required foundation works

c) All electrical cables, control panels, etc. shall be properly fixed / covered as per requirements of electrical contractor / owner

d) Execution of any special foundation for erection of machinery shall be responsibility of civil contractor. However, any special material such as split bolts / foundation bolts / base plates, etc. shall be made available to civil contractor by particular machinery / electrical contractor.

#### **Labour**

49. The Contractor shall employ no child Labour less than 18 years of age on the work. If female Labour is engaged the Contractor shall make necessary provision for safeguarding small children and keeping them clear of the site of operations. No laborer shall reside within the compound except authorized guards.

#### **Protections of trees and shrubs**

50. Trees and shrubs designated by the Architect shall be protected from damage during the course of the work and the earth level shall not be changed within three feet of such tree. Where necessary such trees and shrubs shall be protected by means of temporary fencing.

#### **Guarantee**

51. (1.) Besides guarantees required elsewhere, the Contractor shall guarantee the work in general for Two year as noted under clause of the Conditions.

51. (2.) All required guarantees shall be submitted to the Architect by the Contractor when requesting certification of accounts for payment by the Owner.

#### **Antiquities**

52. (1.) All fossils antiquities and other objects of Interest or value which may be found on the site or in excavating the same during the progress of the work shall become the property of the Owner. The Contractor shall carefully take out and preserve all such objects and shall immediately or as soon as conveniently may be after the discovery of such articles, deliver the same into the possession of the Architect or of the site engineer unclosed and as excavated.
52. (2.) If in the opinion of the Architect compliance with the provisions of the proceeding Sub Clause has involved the Contractor in direct loss and / or expense for which he would not be reimbursed by a payment made under any other provision in this Contract then the Architect shall decide the amount of such loss and / or expense, any amount from time to time so associated shall be added to the Contract sum, and if an Interim Certificate is issued after the date of ascertainment any such amount shall be added to the amount which would otherwise be stated as due in such certificates.

#### **Accepted matters**

53. The decision, opinion, direction, certificate (except for payment) with respect to all or any of the matters under clauses 5, 9, 19, 25, 26, 36, 40 (1, 2, 4, 7 and 8) and 48 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Architect or any refusal of the Architect to give any of the same way shall be subject to any right of Arbitration and review in the same way in all respect (including the provisions as to opening the reference) as if it were a decision of the Architect under the following clause.

#### **Arbitrator**

54. All dispute and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after determination, abandonment or breach of the Contract) shall be referred to and settled by the Architect who shall state his decision in writing. Such decision may be in the form of a Final Certificate or otherwise. The decision of the Architect with respect of any of the excepted matters shall be final and without appeal. But if either the Owner or the Contractor be dissatisfied with the decision of the Architect on any matter, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Architect of any certificate to which the Contractor may claim to be entitled then and in any case either party (the Owner or the Contractor ) may within 28 days after receiving notice of such decision give a written notice to the other party through the Architect requiring that such matters in dispute be Arbitrated upon. Such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of a single Arbitrator to the Arbitration of two Arbitrators both being Fellows of the Indian Institute of Architects one to be appointed by each party, which Arbitrators shall before taking upon, themselves the burden of reference appoint an Umpire. The Arbitrator, the Arbitrators or the Umpire as the case may be shall have power to open up review and revise any certificate, opinion, decision, requisition or notice save in regard to the excepted matters referred to in clause 55 and to determine all matters in dispute which shall be submitted to him or them and of which notice shall been given as aforesaid.

Upon every or any such reference the cost reference the cost of and incidental to the reference and Award respectively shall be in the direction of the Arbitrator or Arbitrators or the Umpire as the case may be who may determine the amount thereof or direct the same to be taxed as between Attorneys and Client or as between party and shall direct by whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to Arbitration within the meaning of the Indian Arbitration Act 1940 or any modification thereof for the time being in force, subject to the condition that prescribed statutory period of declaring awards can be extended by the consent of both the parties. The Award of the Arbitrator or Arbitrators or the Umpire as the case may be shall be final and binding on the parties. Such reference except as to withholding by the Architect of any certificates under clause 49 to which the Contractor claims to be entitled shall not be opened or entered upon until after the completion or alleged completion of the works or until after the practical cessation of the works arising from any cause unless with the written consent of the Owner and the Contractor. Provided always that the Owner shall not withhold the payment of an Interim Certificate nor the Contractor except with the consent in writing of the Architect in any way delay the covering out of the works by reason of any such matters, question or dispute being referred to Arbitration but shall proceed with the work with all due diligence and shall, until the decision of the Architect and no Award of the Arbitrator or Arbitrators or the Umpire as the case may be, given abide by the decision of the Architect and no Award of the Arbitrator or the Arbitrators or the umpires as the case may be shall relieve the Contractor of his obligations to adhere strictly to the Architects Instructions with regard to the actual carrying out of the works. The Owner and the Contractor hereby also agree that Arbitration under this clause shall be a condition precedent to any right of action under the contract.

## SPECIAL CONDITIONS

To be as per the “General Conditions of Contract “attached herewith, the following clauses shall be considered as in extension and not in limitations of the obligations of the contractor.

1. The “Architect” referred to in this document shall mean, Architect appointed **Principal Annansaheb Awate College, Manchar or purchase committee.**
2. A temporary benchmark shall be established with & leveling staff at site of works and all levels will be deduced from this source.
3. For site offices, stacking of materials, stores, etc. a requisite area has been demarcated by the Owner within the site for temporary use. The site shall be cleaned before starting the layout of building and cleaned off all such temporary structures on handover of the building(s) to the satisfaction of the Clients.
4. The Contractor will supplied power and water at free of cost at single point only. No Claim on account of power failure will be entertained. It shall be ensured by the contractor that work shall proceed uninterrupted in the event of power failure as such. Adequate number of diesel operated machinery (such as concrete mixers, diesel generators , vibrators, welding sets etc. whichever is required) shall be provided by the contractor as an alternative arrangement in case electrically operated machinery are stopped due to power failure.

No Claim for delay on account of Non-availability of water will be entertained. Contractor has to make necessary arrangement for Storage of water at site as per the requirement.

5. **MATERIALS:** -

In the event any/all materials are procured and supplied by the contractor only.

6. **INDEMNITY CLAUSE:**

- a. The CONTRACTOR shall be responsible for all injury to persons, animals, or things, and for all damage to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any of his approved SUB-CONTRACTOR“S employees, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract.

This clause shall be hold to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads footpaths, bridges or ways, equipment, electric cables, etc. and the work forming the subject of this contract by frost, rain or other inclemency of the weather. The Contractor shall indemnify the OWNER and hold him responsible in respect of all and any expenses arising from any such injury or damage to person or property as aforesaid and also in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

- b. The CONTRACTOR shall reinstate at his cost all damage of every sort mentioned in this clause, so as to deliver the whole of the Contractor works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
  - c. The CONTRACTOR shall indemnify the OWNER against all claims which may be made against the OWNER by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect and maintain until the virtual completion of the contract with an approved nationalized insurance company, a policy of Insurance in the joint names of the OWNER and the CONTRACTOR against such risks and deposit such policy or policies with the ARCHITECT from time to time during the currency of this contract. THE CONTRACTOR shall also indemnify the OWNER against all claims which may be made upon the OWNER, whether under the workmen's Compensation Act or any other against such risks and deposit such policy or policies with the ARCHITECT from time to time during the currency of this contractor. The CONTRACTOR shall be responsible for anything which may be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract.
  - d. The CONTRACTOR shall also indemnify the OWNER in respect of any costs charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation of damage arising there from.
  - e. The OWNER/ARCHITECT shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damage from any sum due or to become due to the CONTRACTOR.
  - f. The OWNER and/or the ARCHITECT shall not be responsible or be held for any damage to person or property consequent upon use, misuse or failure of any construction tools and equipment used by the CONTRACTOR or any of his SUB-CONTRACTORS even though such construction tools and equipment be furnished, rented or loaned to the CONTRACTOR or his SUB- CONTRACTORS shall be construed to mean that the CONTRACTOR accepts all responsibility for and agrees to indemnify and save harmless the OWNER and / or the ARCHITECT form any and all claims for said damages resulting from said use, misuse or failure of such construction tools and equipment for which the OWNER may be liable.
7. The contractor shall not assign the contract or sublet any portion of the contract except with the written consent of the Architect/Owner.

8. The contractor shall carryout all the works strictly in accordance with the drawings, details and instructions & corresponding specifications in the tender, of the Architect. If in opinion of the architect changes have to be made in the design, the contractor shall carry out the same without any extra charge. The architect's decision in such cases shall be final and shall not be open to arbitration.

The whole of the work as described in the contract (including schedule of quantities, the specification and all drawings pertaining there to) and as advised by the Architect from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Owner/Engineer and the Architect. Any minor details of construction which are obviously and fairly intended, or which may not have been definitely referred to in this contract but which are useful in sound building construction practice and essential to the work, are to be include in this contract. Rates quoted in the schedules shall be inclusive of all freights, all applicable taxes as well as transportation so as to execute the contract as per the rules and regulations of local Bodies, state Government and the Government of India.

**The rates quoted in the tender of Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar are as per specifications and drawings provided by the architect.**

**He should also quote including the following:-**

- a. All required materials / Equipments/Machines/Tools/ etc., all applicable taxes
  - b. Labour maintenance, fixing, carrying, cleaning, making good, hauling, watering etc.
  - b. Tools and Plant, double scaffolding, framework, English ladders, ropes, nails, spikes, tools, material and workman like protection from weather, shuttering, temporary supports, platform and the maintenance of the same.
  - c. Covering for the walling and other works during inclement weather or strikes or whenever directed, as necessary.
  - d. All temporary canvases, lights, tarpaulin, barricades, water sheets, temporary hutments etc.
  - e. All stairs and steps, thresholds and any other requisite protection of the works.
  - f. All such temporary weather-proof sheet at such places and in manner approved by the Architect for the storage and protection of materials against the effects of sun or rain.
  - g. All such temporary fences, guards, approaches and roads as may necessary for execution of the contract works and for safeguard of the public.
  - h. The removal of machinery such as plant concrete mixers, hoists, vibrator, scaffolding, tackle, cartage, labour camp after the completion of the work. The Architect will be the sole judge in deciding as to the suitability of the tools or plant that may be brought at the works by the Contractors for the proper execution of the work. The rates quoted by the tendered in the schedule of probable quantities will be deemed to be for the finished work.
  - i. Temporary Toilets including its plumbing & sanitation
9. The contractor shall carry out all the RCC work strictly in accordance with the drawings, details and instructions of the Architect and the Consulting Engineer & shall carry out the same without any extra charge. The architect's decision in such case shall be final and shall not be open to arbitration.
10. The contractor is to include in his rates for forming access to the site with all temporary roads and gangways required for the work.

11. The contractor shall wherever necessary for execution of the work divert the existing roads or nallah, if any, at his own cost without causing any hindrance to the thorough fare. No extra payment will be made for this work. In all such cases, the contractor shall restore the road or nallah to its original condition for which no extra payment will be made.
12. The contractor is to provide at all times during the progress of the works and maintenance period proper means of access, with ladders, gangways, etc., and the necessary attendants to move and adapt the same as directed for the inspection or measurement of the works by the Architect or his representatives.
13. The contractor shall afford the Architect every facility and give him adequate notice in the early stages of its preparation for inspecting any portion of the work whatsoever either at the workshops where it is prepared or upon the site at any time or stage of its preparation or execution.
14. Figure dimensions are in all cases to be followed and in no case they should be scaled. Large scale details take precedence over small scale drawings. In case of discrepancy, the contractor is to ask for an explanation before proceeding with the work.
15. The Contractor on starting the work shall furnish to the Architect a program for his approval for carrying out the work stage by stage in the stipulated time. A graph or chart on individual work shall be maintained showing the progress of work. The contractor shall submit to the architect a weekly progress report stating the number of skilled and unskilled labors employed on the works, working hours done, quantity of cement used, place, type and quantity of work done during the period.
16. The contractor shall provide at his own expenses adequate lockable office of approx. 250 sq. ft. properly lit/lighted and waterproof, accommodation for Client site Engineer/Architects representative and his own staff for daily use and weekly review meetings and shall maintain the same in the satisfactory condition, and shall also provide artificial lighting, air-conditioning for the same and shall remove them after completion of the works. He shall arrange to supply at his own expense, soft boards, white boards, stationery office furniture with drawing accessories for the official use of the Client's/Architect's site Engineer(s) and at all-time maintain in good working order a Dumpy level and Theodolite at site to enable the site Engineer to check the lines and levels of work. All such office space shall be cleared away and the whole area left in good and proper order on completion of this contract, to the satisfaction of the architect unless otherwise expressly mentioned herein.
17. The contractor shall provide for all necessary water tight storage on the site in specified areas for all materials such as timber, cement, lime and such other material, which is likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure, in such a manner that all such materials, tools etc, shall be duly protected from damage by weather or any other cause. All such stores shall be cleared away and the whole area left in good and proper order on completion of this contract, to the satisfaction of the architect unless otherwise expressly mentioned herein.  
All materials which are stored on the site such as bricks, metal, sand etc, shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials.
18. The contractor shall provide and maintain at his own expenses all necessary scaffolding and fencing to the satisfaction of the Architect/consulting Engineer for due erection and protection of the work and materials to be used on the work.

19. The contractor shall provide and pay at his own expense the wages of all the gatekeepers and watchmen for the effective protection of the work and all materials to be used and for security against damage to the works and materials by workmen and the public the contractor shall also provide and pay at his own expense, the wages of these watchmen required & or approved by the Architect and employer.
20. The contractor will be required to provide adequately and maintain in working order the following power driven equipment's during the construction work.
  - a. Concrete mixer of more than 0.7 cum capacity each and in required numbers.
  - b. Mechanically operated hoists to lift up materials to the highest level of the building, of the capacity of 0.3 cum per each lift powered by suitable machinery capable of lifting the bucket with a speed of 15.00 m per minute.
  - c. Insertion type vibrator of required sizes for consolidating concrete in RCC Beams, Columns and partition walls and surfaces type vibrators for consolidating in slabs.
  - d. In addition to above contractor shall enlist all T & P which will be brought by him on site which will remain on the site till the completion of work.
21. The contractor shall weigh without extra charge any materials and portion of work that the Architect may require to be weighed.
22. All the materials and workmanship in the said work shall be the best of their respective kinds, materials supplied by the contractor, where not exactly specified by us to quality are to be understood to be of the best description currently procurable in the markets or from abroad as the case may be.
23. The Contractor is to construct and maintain proper benches at the intersection of all main walls in order that the lines and levels may be accurately checked at all time.
24. The contractor shall if required by the Architect or his representative arranges to test material and or portions of the works at his own cost in order to approve their soundness and efficiency. If after any such test the work or operation of defective or unsound, or opinion of the Architect or Engineer to be defective or unsound, or not on accordance with the drawings and specifications, or in any other respect unsatisfactory, the contractor shall, upon receiving notice to that effect from the Architect, forthwith amend or pull down and re-execute the same at his own cost in proper and satisfactory manner. The defective materials should be removed from the site. Samples of each class of materials and workmanship shall be submitted by the contractor for approval of the Architect / Owner. The Architect /Owner reserve the right to check the sample of each lot.
25. The contractors will provide and maintain at his own expenses electrically driven or other power driven pumps and/or other parts to the satisfaction of the Architect for the above purpose, and arrange for the disposal of the water so accumulated to the satisfaction of the architect and the local authorities.
26. The contractor will properly cover up and protect all work against the weather and injuries throughout the duration of the work until completion, particularly masonry, molding, steps, terrazzo, or special floor finishes, staircases, and balustrades, doors and frames, plaster angles, corners, lighting and sanitary fittings, glazing, painting work and all other finished.
27. The contractor shall ascertain from each sub-contractor of other contractor as directed by the Architect all particulars relating to his work with regard to the order of its executions and the position in which chases, holes, and similar items will be required, before the work is taken in hand as no claims for extra will be allowed for cutting away work already in consequent of any neglect by the contractor to ascertain these particulars beforehand.



28. Should any treasure, fossils, minerals, or works of art of antiquarian interest be found during excavation or while carrying out the works, the same shall be the property of the employer. The contractor shall give immediate notice to the Architect of any such discovery and shall hand over any such treasure to the Owner on demand.
29. The Contractor shall take joint measurements with the Client's representative /Architect's representative before covering up or otherwise placing beyond the reach of measurement, any item of work. Should the contractor neglect to do so, the same shall be uncovered at the contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.
30. In the case of any class of work over which there is no specification mentioned in the tender document, the same shall be carried out in accordance with the India Standard Specifications subject to the approval of the Architect.
31. The employer shall be entitled to and at liberty to occupy the partially completed building or any portion thereof by themselves or through their agents and servants if they so desire.
32. The whole of the work shall be thoroughly inspected by Contractor and all deficiencies and defects set right. On completion of the work, the contractor shall inform the Architect in writing that he has finished the work and it is ready for the Architect's inspection. The contractor shall clean all windows and door, all glass panels, paint spillage including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors staircase and every part of the outside, all building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Architect and employer.
33. The Architect's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the contractor.
34. The Contractor shall furnish the Owner the followings:
  - a. Detailed industrial statistics regarding the labour employed by him etc.
  - b. The power of attorney, name and signature of his authorized representative who will be in charge for the execution of the work.
  - c. A list of technically qualified persons employed by him for the execution of the work.
35. The Contractor shall pay all labour employed by him at rates fixed by him at the commencement of the contract with the previous written approval of the Engineer. All wages shall be paid in full and without any deductions whatsoever at the approved rates and for the full other officer of the Owner as may be authorized in that behalf shall have power to exercise supervision over the labour employed by the contractor, and for such purpose any of these officers may inspect the wages books, muster books, and other labour records of the contractor. In the event of the report of the Inspecting officer showing that the proper rates of wages are not being paid, or that in any manner whatsoever the dealings between the contractor and his labour are not satisfactory, the Engineer shall pass such order upon the report as he considers desirable and these orders shall be final and binding upon the Contractor.

36. The Contractor agrees to furnish the employer from time to time during the progress of the work as requested, verified statements showing the contractor's total outstanding indebtedness in connection with the work on covered by the contract. Before final payment is made, the employer may require the contractor to furnish the employer with satisfactory proof that there are no outstanding debts or liens in of connection with the contract. If during the progress of the work, the contractor shall allow any indebtedness to accrue to sub-contractors or others and shall fail to pay or discharge same within five (5) days after demands then the employer may withheld any monies due to the contractor until such indebtedness is paid, or apply the same towards the discharge thereof.
37. The Contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, guard, signs, temporary passages, & provide other processional measures to labour such as safety belt, helmets and safety nets necessary for the purpose. All work shall be done at the contractor's risk, and if any loss or damage shall result from fire or from other cause, the Contractor shall promptly repair or replace such loss or damage free from all expenses to the Owner. The contractor shall be responsible for any loss or damage to material, tools or other articles used or held for use in connection with the work. The work shall be carried till the completion without damage to any work or property of the Owner or of others and without interference with the operation of existing machinery or equipment. The contractor shall follow all precautionary measures suggested by

**Principal Annansaheb Awate College, Manchar or purchase committee.**

38. The contractor shall comply with all bylaws and regulations of local and other statutory Authorities and shall be responsible for the payment of all fees and other charges and giving the receiving of all necessary notices.
39. The contractor must note that all work shall be carried out strictly in accordance with the Architect's drawings and in accordance with the instructions received by him.
40. The contractor is bound to carry out any item of work necessary for the complication of the job even though such items may not have been included in the schedule of probable quantities or rates. Variation order in respect of such additional items and their quantities will be issued in writing by the Architect.
41. During inclement weather the contractor shall suspend work if found necessary for such time as the Architect may direct and shall protect from injury all work which is then in course of erection.
42. All shavings, cuttings and other rubbish as it accumulates from time to time during the progress of the work and on completion including that of the sub-contractors and special tradesman and all materials condemned by the Architect shall be cleared and removed from the site by the contractor without any charges.
43. The contractor shall not affix or place any placards or advertisement or any description or permit the same to be affixed or placed in or upon any hoarding, gantry building structure other than that approved by the Architect.
44. The adulate levels, prismatic compass, steel chain and steel tapes, total stations, and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract.
45. All measuring steel tapes, scaffolding and ladders that may be required for taking measurements shall be supplied by the contractor.

46. The contractor or their representative shall accompany the Architect, the owner, or their representative when required to do so and assist in taking measurements and shall agree to the measurements recorded on the spot.
47. If the contractor fails to accompany any person that has been duly authorized by the Architect to take measurements, they shall be bound by measurements recorded by the Architect or his representative.
48. The contractor has to construct and maintain proper bench marks at all important points suggested by Architect/Consultant in order that the lines and levels may be accurately checked at all times.
49. The contractor shall make his own independent arrangements to house his labor and staff outside the building in reference and he shall provide adequate lavatory facilities for them. He should also be responsible for maintaining the lavatories in hygienic conditions so as not to prove nuisance at any time.
50. The contractor shall strictly comply with provisions of the contract Labour Acts or any other Act pertaining to the Contract Labour that may be in force or that may be introduced during the currency of the contract compliance of such Acts now or subsequently will be at the contractor's cost.
51. Should the contractor require to work at night or on holidays in order to maintain the time schedule, he shall take prior approval from the Architects. He should also provide and maintain at his own cost sufficient lights as may be necessary to enable the work to proceed satisfactorily during the night.
52. The contractor shall give full facilities to all other contractors working on the site.
53. He shall so arrange his programme of work so as not to hinder the progress of other trades. The decision of the Architects on any point of disputes between the various parties shall be final and binding.
54. The quoted rates shall include the cost of pumping out; bailing out water, rain water as well as sub- soil water and no extra on this account shall be paid.
55. It is specifically pointed out that the contractor shall not be entitled to any compensation whatsoever on account of delay in procurement or supply of controlled material and the rates quoted in the contract are fixed till the completion of the contract.
56. The contractor shall co-operate with other agencies appointed by the owner for the work to proceed smoothly with the least possible delay and to the satisfaction of the owner, architect and consultants.
57. On acceptance of the tender, the contractor shall indicate name(s) of his representative/s carrying out the work. Such representative shall be authorized act on behalf of the contractor to accept service of notice of contract and to agree to extras, omissions and extra substituted Items of work and rates for the same. The contractor or his representative shall maintain on his staff a qualified civil engineer approved by the Architect and such other office personnel as may be required for the execution of the work. Any notice served on the representative or sent by registered letter on his address shall be deemed to have been served on the contractor. Such representative shall not be changed and shall not leave the site during the duration of the contract unless the consent of the Architect has been previously obtained.

58. a) Extra items if any shall be paid on the basis of vouchers of cost of materials and labour produced by the CONTRACTOR only. The CONTRACTOR shall be paid 15% of the cost of materials and labour towards his profit, supervision, insurances, funds and overhead charges. For such extra work, the CONTRACTOR shall maintain time sheets of personnel engaged for execution of same and get them certified by the ARCHITECT. Only such labour cost based on above records, which in the opinion of the ARCHITECT is justified, shall be taken into account to determine the extra item rate.

**The extra items (if any) shall be evaluated as follows:**

Total cost of material purchase price including 2 % transportation (or at actual) and other non - labour cost + 30 % labour / Actual + 15 % overheads, profits, insurances, funds and supervision. Basic rates of all materials considered shall be enclosed.

b) Items not covered by the Schedule of quantities but are similar in nature to the items already covered shall be paid for, the rates being worked out on the basis of rates quoted for similar item.

59. The contractor shall keep an up-to-date record of all changes or deviations made from the Architects drawings under Architect/Consultants instructions and keep the Architects posted of such amendments within one week of their execution.

On completion of the work, the contractor shall hand over to the Architect all his notes and records and any other information on the changes or deviations made from time to time to enable the architect to compile and prepare the final as- built drawings of the works as executed by the Contractor. The contractor shall extend his assistance and co-operation to the as-built drawings.

60. The contractor shall within a fortnight after the virtual completion of the work clear from the site his labour, material and machinery and handover the premises to the Owner in neat and clean condition. If he fails to do so within the said period, the owner shall have the right to get the same done through other agencies and recover the cost from the contractor.

61. **The defects liability period also referred to as the period of maintenance shall be of twelve months which must include one full monsoon from the date of successful handover of the works.**

62. The Contractor shall-from time to time prepare and submit interim bills of the work executed in duplicate copies and on completion of the contract, he shall prepare and submit the final bill (re- written) in hard copy along with its soft copy. The measurement sheets in support of the interim and final bills shall be prepared by the contractor on the basis of measurements taken by him jointly with the Architect/his representative and clerk of work/owners` representative. The said measurement sheets shall be submitted by him with the relevant bills duly verified by the owner`s representative. The interim bills shall be cumulated and shall be submitted to the Architect for his certification including cost of material supplied by the owner and consumed in the executed work, all interim bills should consists of:

- a. Actual measurements of work executed on site.
  - b. Reconciliation statement of cement & steel.
  - c. Abstract of each building and total abstract.
  - d. Deduction & recovery statement.
  - e. All Joint measurement records in support to the work executed.
  - f. Site photographs
- 63.** The Interim payments will be treated as advances against final payment to the contractor & shall not prejudice the power of engineer to disapprove bad, incomplete, imperfect or unfinished work.  
Subsequent deductions may be done in next interim/final bill.
- 64.** All drawings, tracings, photographs and writing (except letters) to be considered by all parties concerned to be the sole property of the Architect and they must be returned to him on the completion of the work.
- 65.** a. Time is the essence of the Contract. The successful BIDDER on receipt of the "letter of Intent" shall submit for approval to the OWNER/ARCHITECT a detailed schedule showing the required date to complete the work in time. The approved schedule is to be strictly adhered to and all necessary arrangements shall be made to guarantee the agreed construction schedule.
- b. The work shall commence at site within one week from the date of issue of letter of intent and shall be completed within a period of One Year. The above mentioned completion period is inclusive of monsoon period and no extension of time shall be granted on any account. During inclement weather the CONTRACTOR shall suspend concreting for such time as OWNER/ARCHITECT may direct and shall protect from injury all the work then in course of construction.
- c. The whole work must be proceeded within such sections and at such times in such order and manner as described in specifications and as directed by the OWNER/ARCHITECT. No extras in rates or relaxation in the construction schedule will be permitted on account of this.
- d. OWNER/ARCHITECT reserves the right to split this contract among more than one CONTRACTOR either in the beginning or during the progress of work, due to unsatisfactory work or progress of the CONTRACTOR. No claim shall be entertained as a result of such action on the part of OWNER/ARCHITECT.
- e. If the CONTRACTOR fails to complete the work within the specified time, he shall be liable to pay liquidated damages to the Owner as set out in separate clause.
- f. In addition he shall allow the OWNER/ARCHITECT to appoint any other agency to complete balance work.
- g. The successful BIDDER/BIDDERS will have to enter into an agreement with the OWNER and once the letter of intent has been accepted, the successful BIDDER/BIDDERS shall be deemed to be bound by the contract, comprising of all the sections (I to VI) of this invitation to Bids.
- 66.** For non-completion of the work in specified time the contractor shall be liable to pay the Owners "Agreed Liquidated Damages" at 0.10 % of contract value per Day till completion of the work upto a maximum of 5.00% of the Contract Amount.
- 67.** Pour card for concrete and steel statement cards should be filled and signed by site personnel daily. The contractors shall deliver printed copies of the same to Site prior to commencement of construction activity. (Format enclosed)
- 68.** Bids of all materials including all taxes shall be enclosed.

69. Quality of construction shall be strictly adhered to, considering the following tolerance limits:
- For slab, beams and columns and floors = + - 5 mm.
  - For plumb = maximum 18 mm (3mm for every 2.50m ht.)
  - Note: If the measurement of the thickness is not as per what is desired, it shall be rectified and / or redone. Also, if the thickness is more than what is desired, the same quantity shall not be considered and the excess cement quantity (if supplied by the Client) shall be debited to your account.
70. All materials shall be tested as per the norms given in the tender document or shall be as per relevant I.S. Code of practice, unless otherwise specified.
71. Cube testing machine along with other required testing equipment should be deported at site for periodical / daily cube tests, material checks and should be recorded in writing duly signed by you, Engineer at site / clerk of works.
72. Material requirement (to be supplied by Client) shall reach the Consultants office 15 days advance for timely delivery of the same to site and hence timely completion of the project.
73. Consumption of cement shall be as per the norms attached along with, unless otherwise specified.
74. Cement godown/ site office of required capacity (as directed by the consultants) shall be constructed by yourself and no extra shall be charged for the same. Also, the service road if required by the contractor for the movement of his material shall be to his i.e. Contractors account.
75. All rates of Items should be quoted considering the river sand only; but for if any/all reason, crushed sand is required to be used in proportion under strict instructions from structural designers, & amount equaling the differences (in the basis of river sand & crushed sand + 15% of this amount towards OH + P) shall be deducted on theoretical consumption of sand of that particular item.
76. No advance payment will be released to the bidder. Bill for the work completed during the month is to be submitted by last working day of the month and payment for the same will be released in next consecutive month after necessary certification issued by Architect appointed by **Principal Annasaheb Awate College, Manchar or purchase committee.**
77. In Continuation to the point above, the Final Bill, fully re-written (one Soft Copy & one hard Copy) shall be submitted by the Contractors in the prescribed format along with all the necessary supporting documents, bills, vouchers, rate analysis, Guarantee bonds such as Waterproofing, Anti termite, performance guarantee, Re-baring, structural glazing etc (Drafts enclosed), re- conciliation statements etc. as applicable. The same shall be certified within a maximum period of 03 Months starting from the last date of receipt of all the necessary documents as may be required.
78. The clause stipulated above in this section shall supersede in addition to or elaboration of the clauses of the General Conditions in Section - I PART - I.
79. 5.00% of total amount withheld by Owner (retention) shall be released to the Contractor on successful completion of the Defects liability period of 12 months which includes "One full monsoon" period.
80. No labour of less than 18 years of age shall be permitted to work inside complex.
81. The price variation clause is not applicable.

82. The clause38 (1to6) of PWD is applicable as claim for variation of quantities in the tender. I/ We hereby declare that I/We have read all the sections in the tender document & have clearly and explicitly understood the above.

Yours faithfully,  
(SIGNATURE)

Name of the partners of the firm .....

OR

Name of person having Power of  
Attorney to sign the contract .....

ARTICLES OF AGREEMENT

(Standard format for contract agreement; to be entered on Non- judicial stamp paper of appropriate value)

This contract agreement made the-----day of in the year----- -

Between:

M/s.-----

(Hereinafter called "the Owner/Employer") of the one part (or whose registered office is situated at)

-----

AND

M/s. -----

(Hereinafter called "the Contractor") of the other part (or whose registered office is situated at)

-----

WHEREAS the Owner is desirous of-----

-----

(Hereinafter called "the Work") at -----

-----

And has caused Drawings and Bills of Quantities showing and describing the work to be done to be prepared by under the direction of—

-----

-----

AND WHEREAS the Contractor has supplied the Owner with a fully priced copy of the said Bills 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:

ANDWHEREAS the Contractor has deposited the sum of Rupees -----

-----

----- With the Architect/Owner for the due performance of this Agreement.

**NOW IT IS HERE BY 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 up on the Contract Drawings and described by or referred to in the Contract Bills and in the said Conditions.

2. The Owner will pay the Contractor the sum of Rupees-----

-----

Contractor

Architect

Principal



(Hereinafter referred to as "the Contract Sum") of such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.

3. The term "the Architect in the said Conditions shall mean the said-----

-----  
-----

The event of his death or ceasing to be the Architect for the purpose of this contract, such other person as the Owner 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 Architect 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 Architect for the time being.

4. The said Condition and appendix thereto 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.

**AS WITNESS** the hands of the said Parties.

Signed by the said  
In the presence of

Owner

Witness Name  
Address:

Signed by the said  
In the presence of

Contractor

Witness Name:  
Address:

**DRAFTS/BONDS**  
**ANNEXURE - I**  
**CONCRETE POUR CAR**

<b>Client</b>	<b>Date:</b>
<b>Consultants</b>	<b>Time:</b>
Name of Structure	Concrete Grade
Location	Ordinary/Design mix proportion
Approx. quantity	Water :Cement ratio
Admixture	Type of Cement

Items	Checked by contract consultant	Details of Extra reinforcement	Remark
a. Excavation			
b. Shuttering			
c. Line/level			
d. Plumb			
e. Reinforcement			
f. Cover for reinforcement			
g. Anchors/ inserts h. Dowels			
h. Dowels			
i. Openings/ Pockets			
j. Mechanical Items			
k. Electrical Items (Conduits etc.)			
l. Expansion Joints			
m. Other if any			

**CONCRETE POUR COMPLETION REPORT**

Date :

Time of Pour : from \_\_\_\_\_ to \_\_\_\_\_

Duration : \_\_\_\_\_ Hrs.

Nos of test cubes	Slump taken
Cement consumed (bags)	Mix adjustment for bulkage
Admixture consumed	Any interruption / Special event
Details of Construction joints provided	

**Contractor****Architect****Principal**

### CHECK LIST FOR FABRICATION

**DATED:**

<b>Sr. No.</b>	<b>Description</b>	<b>Client Engg.</b>	<b>Contractor's Engg.</b>	<b>Remarks</b>
01.	Name of member & location			
02.	Size of Member			
03.	Size & Lengths of all members			
04.	Straightening of all members			
05.	Hole dia. & diagonals of the same			
06.	Alignment of all members			
07.	Welding			
	1. Welding length			
	2. Welding thickness			
	3. Welding quantity			
	4. Removal of slag			
	5. Cleaning with wire brush			
08.	Red oxide application			
09.	Two coats of oil paint to double angle			
10.	Two coats of Oil paint to all members.			

**Contractor**

**Architect**

**Principal**

(ON Rs. 500/- stamp paper)

**DECLARATION AND PERFORMANCE GUARANTEE**

Name of Client	
Address	
Name of Contractor	
Address	

I/We hereby declare and certify that the development, erection, re-erection or material alteration in/to the building & allied works for M/s.-----on plot no.----- have been carried out under my/our supervision and I/we hereby certify that;

1. All the materials (type & grade) and the workmanship of all works are in accordance with the general & detailed specifications and the work carried out, is in strict accordance to the architectural & structural drawings and the I.S. codes of practice.
2. The work has been executed / constructed, supervised & completed to the best of my/our satisfaction.

I/We hereby state that we are aware of the fact that the Architect appointed by **Principal Annasaheb Awate College, Manchar or purchase committee**. have certified the works for payment based on the above declaration and we will be liable to **Principal Annasaheb Awate College, Manchar or purchase committee**. and M/s. ----- in the aforesaid declaration or any part thereof if the information contained herein is false or misleading or incorrect or incomplete.

I/We hereby unconditionally guarantee the quality & structural safety of all the civil works carried out by us which are in compliance with all the architectural & structural drawings and details and we shall be solely responsible to M/s. ----- for any/all defects / deficiencies found therein. I/We, M/s-----, shall, in the event of any anticipated or proposed change in the constitution of my/our firm give you forth with notice in writing in that respect.

In the event of any changes in the constitution of my/our firm due to any reason, whatsoever, the proprietor/partners for time being or the survivors of them shall be jointly and severally be responsible to carry out their obligations undertaken by us as aforesaid, without prejudice to our rights, the persons who ceased to be partners in our firm and/or heirs, executors, administrators and assigns.

FOR M/s. -----

**Name & sign of all partners** :  
**Designation** :  
**Registration No.** :  
Date :

Contractor

Architect

Principal

Place

:

**(ON Rs. 500/- stamp paper)****GUARANTEE FOR WATERPROOFING**

Name of Client	
Address	
Name of Contractor	
Address	

I/We hereby unconditionally guarantee that any/all surfaces treated by us towards any/all types of water proofing in the above referred work for M/s. ----- on Plot No. -----, shall remain watertight and free of any/all dampness for 10 years entirely after the virtual completion period.

Should however, any defect be traced/found and/or any defect arise due to our workmanship being, not in accordance with the procedures specified by the concerned manufacturer and/or due to failure of the executed work, in the work carried out by us at the time of execution, in any surface, after virtual completion of work, that is from----- to-----, the same shall be rectified by us **FREE OF COST** to the Clients, M/s. -----

I/We, M/s. -----, shall, in the event of any anticipated or proposed change in the constitution of my/our firm give you forth with notice in writing in that respect.

In the event of any changes in the constitution of my/our firm due to any reason, whatsoever, the proprietor/partners for time being or the survivors of them shall be jointly and severally be responsible to carry out their obligations undertaken by us as aforesaid, without prejudice to our rights, the persons who ceased to be partners in our firm and/or heirs, executors, administrators and assigns.

**FOR M/s. -----**

**Names & signs of all partners** :

**Designation** :

**Registration No.** :

Date : -----

Place : -----

Contractor

Architect

Principal

**(ON Rs. 500/- stamp paper)**

**GUARANTEE FOR FRP GUTTER**

**FORM OF GUARANTEE FOR WATERPROOFING FOR FRP GUTTER:-**

Name of project : Proposed construction for \_\_\_\_\_  
 M/s \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Free Maintenance Guarantee : Waterproofing Work.

Name of Waterproofing Agency :

Address :

We hereby guarantee that the FRP Gutter treated by us for water proofing, in the above work, by water-proofing agency M/s.

\_\_\_\_\_

Shall remain watertight for 10 year entirely. Should however, due to any unforeseen reason, any defect be left out in the work carried out by us, at the time of execution of the work, in any surface, after virtual completion of work, that is from \_\_\_\_\_, the same shall be rectified by us without any extra cost to M/s. \_\_\_\_\_

Signature of Agency:

Date :

Signature of General  
Contractors :

Date :

(ON Rs. 500/- stamp paper)

**GUARANTEE FOR ANTI -TERMITE**

Name of Client	
Address	
Name of Contractor	
Address	

This is to certify that I/We, M/s.-----have executed Anti-termite treatment using (Name of material and Company). For M/s.-----on Plot No-----  
-----

All the work has been executed under my/our supervision diligently and systematically as per procedures laid down by the manufacturer to the fullest of my/our satisfaction.

I/we hereby unconditionally guarantee towards them material used and the methods/procedures of application/stages of working adopted as required and as applicable foresaid work.

I/We hereby state that we are aware of the fact that the Architect appointed by **Principal Annasaheb Awate College, Manchar or purchase committee**. have certified the works for payment based on the above guarantee and we will be liable to **Principal Annasaheb Awate College, Manchar or purchase committee**.in the aforesaid guarantee or any part thereof if the information contained herein is false or misleading or incorrect or incomplete.

I/We, M/s.-----shall, in the event of any anticipated or proposed change in the constitution of my/our firm give you forth with noticing writing in that respect.

In the event of any changes in the constitution of my/our firm due to any reason, whatsoever, the proprietor/partners for time being or the survivors of them shall be jointly and severally be responsible to carry out their obligations undertaken by us as a foresaid, without prejudice too our rights, the persons who ceased to be partners in our firm and/or heirs, executors, administrators and assigns.

**FORM/s.**-----

**Names & signs of all partners :**

**Designation:**

**Registration No.:**

Date

Place

:

**Contractor**

**Architect**

**Principal**

**(ON Rs. 500/- stamp paper)**

**STRUCTURAL GLAZING**

Name of Client	
Address	
Name of Contractor	
Address	

This is to certify that I/we, M/s. ----- have executed Structural glazing work using \_\_\_\_\_ (Name of material and Company). For M/s. ----- on Plot No-----

All the work has been executed under my/our supervision diligently and systematically as per procedures laid down by the manufacturer to the fullest of my/our satisfaction.

I/we hereby unconditionally guarantee towards the material used and the methods/procedures of application / stages of working adopted as required and as applicable for said work.

I/We hereby state that we are aware of the fact the Architect appointed by **Principal Annasaheb Awate College, Manchar or purchase committee**. have certified the works for payment based on the above guarantee and we will be liable to **Principal Annasaheb Awate College, Manchar or purchase committee**.

and M/s. ----- in the aforesaid guarantee or any part thereof if the information contained herein is false or misleading or incorrect or incomplete.

I/We, M/s. ----- shall, in the event of any anticipated or proposed change in the constitution of my/our firm give you forth with notice in writing in that respect.

In the event of any changes in the constitution of my/our firm due to any reason, whatsoever, the proprietor/partners for time being or the survivors of them shall be jointly and severally be responsible to carry out their obligations undertaken by us as aforesaid, without prejudice to our rights, the persons who ceased to be partners in our firm and/or heirs, executors, administrators and assigns.

**FOR M/s. -----**

**Names & signs of all partners:**

**Designation:**

**Registration No. :**

Date:

Place:

**Contractor**

**Architect**

**Principal**



**MATERIAL AND CEMENT CONSTANTS**

<b>P.C.C./R.C.C.</b>	<b>CEMENT (BAGS)</b>	<b>SAND (CUM)</b>	<b>AGGREGATE (CUM)</b>
*1:5:10	2.58	0.47	0.95
*1:4:8	3.24	0.47	0.95
*1:3:6	4.26	0.45	0.90
*1:2:4	6.17	0.44	0.88
*1:1.5:3	8.05	0.42	0.83
*1:1:2	10.44	0.38	0.75
Plum concrete	2.56	0.27	0.54

\* : For Volumetric Design only

<b>B.B.MASONRY</b>	<b>CEMENT (BAGS)</b>	<b>SAND (CUM)</b>	<b>BRICKS (NO.S)</b>
1:3	2.46	0.20	(9"x4.5"x3")
1:4	1.92	0.21	500
1:6	1.28	0.23	Including wastage
1:8	0.96	0.24	
<b>HALF BRICK THK.</b>			
1:3	0.25	0.025	(9"x4.5"x3")
1:4	0.18	0.026	58 (Including wastage)

<b>UCR MASONRY</b>	<b>CEMENT (BAGS)</b>	<b>SAND (CUM)</b>	<b>BRICKS (NO.S)</b>
1:3	2.95	0.309	Quarry Stone 1.25Cum
1:4	2.30	0.322	
1:6	1.50	0.315	
1:8	1.18	0.257	

<b>PLASER / POINTING</b>	<b>CEMENT (BAGS)</b>	<b>SAND (CUM)</b>	<b>NEERU (BAGS)</b>
<b>NEERU 12 MM THK.</b>			
1:2	0.28	0.021	0.1
1:3	0.20	0.024	
1:4	0.16	0.025	
1:6	0.106	0.027	
<b>NEERU 20 MM THK.</b>			
1:2	0.42	0.035	0.1
1:3	0.30	0.04	
1:4	0.235	0.043	
1:6	0.16	0.046	
<b>SAND FACED PLASTER</b>			
1:4	0.235	0.043	
1:6	0.160	0.046	
<b>WATER PROOF PLASTER</b>			
1:3	0.31	0.043	
1:4	0.235	0.046	
<b>POINTING</b>			
1:2	0.10	0.014	

		<b>SAND (CUM)/SQM</b>
Marble Mosaic 1:6	0.24	0.023
White Glazed dado 1:4	0.24	0.026
Kotah flooring 1:4	0.28	0.055
Kotah skirting 1:4	0.3	0.052
Ceramic flooring 1:4	0.28	0.05
Ceramic skirting 1:4	0.28	0.05
IPS Finish 65 mm thk.	0.45	0.12
IPS Finish 40 mm thk.	0.3	0.074

<b>WATERPROOFING</b>	<b>CEMENT (BAGS)/SQM</b>	<b>SAND (CUM)/SQM</b>	<b>Brick Bat (cum)/SQM</b>
Waterproofing treatment	0.36	0.072	0.08
Brickbat coba	1.52	0.32	0.87
Box type waterproofing	0.45		
Toilet - 200mm sunk	0.58	0.098	0.154
Toilet - 500 mm sunk	1.04	0.194	0.418

<b>PLUMBING</b>	<b>CEMENT (BAGS)</b>	<b>SAND (CUM)/SQM</b>
Hume pipe 150 mm dia.	0.05	
Hume pipe 450 mm dia.	0.15	
S.W.G. line 150 mm dia.	0.05	
S.W.G. line 100 mm dia.	0.02	
Inspection chamber	3 /no.	
Gully trap chamber	1 /no.	
C.I. soil pipe 100 mm dia.	0.05	
C.I. soil pipe 75 mm dia.	0.04	
Nahani trap	0.25 /no.	
Marble partitions	0.125 /no.	
Barbed wire fencing	0.31 /Rm	

<b>MURUM FILLING</b>	Constant for 1Cum	1.25
<b>RUBBLE SOLING</b>	Constant for 1Cum	1.25
<b>HARD CORE METALLING</b>	Constant for 1Cum	1.15

Contractor

Architect

Principal

## **PRELIMINARIES**

Note: The contractor will not be paid- separately for the several items listed in this section. These expenses should be covered in the rates for several items in schedule.

1. Benches and setting out
2. Access to site
3. Access for inspection
4. Hoarding
5. Temporary Plumbing work
6. Corporation and/or other charges
7. Gate keepers and watchmen
8. Storage sheds
9. Temporary latrines, washing places and urinals
10. Temporary offices, furniture therein, etc.
11. Temporary lighting and telephones
12. Samples
13. Testing
14. Progress photographs
15. Mechanical plant
16. Work-program
17. Weekly progress reports
18. Cleaning on completion
19. Mounting drawings for reference on site
20. Keeping site clean
21. Insurance's
22. Cover up and protect effectively works from injury
23. Leave premises clean, ready for occupation, including making good after all trades.

**PREAMBLES TO THE SCHEDULE OF QUANTITIES**

1. The quantities given in this schedule of quantities are liable to variation. Such variation in quantities shall not, however, vitiate the contract in any way whatsoever and contractor shall be paid for actual measured quantities of work executed by them at the rates given in the schedule of quantities.
2. The rates quoted shall include all the operations, materials, equipment's etc. mentioned in the specifications of respective items of work required to complete job.
3. Rates quoted shall include royalty charges & all applicable taxes as per prevailing rules and regulations.
4. The rates quoted in the Schedule of Quantities are to be full and inclusive of the works described in the Schedule of quantities, Specifications including all costs and expenses which may be required for the execution of the work described together with other associated item such as general risks, liabilities and obligations, construction of temporary stores, watchmen, security, lighting, insurance of men and materials, cleaning of site and buildings after completion of work.
5. The composite items such as platforms channels, flowerbeds, water troughs etc. shall be carried out by the contractors at the quoted price of individual items involved in composite items.
6. The contractor shall submit the various samples of finishing items as instructed by Owners for their approval. Only approved samples shall be kept at site and finishing items shall be carried out ditto.
7. Extra items, if any, shall be brought to the notice Engineer in charge and the contractor shall be required to submit analysis of such items which shall be scrutinized by the Architects and these items shall be executed after approval by the Architects.
8. The method of measurements shall be as per the mode of measurement described in the general specifications.
9. All the measurements shall be jointly taken by contractor's representative and clerk of works at site and they shall be jointly signed. Any dispute arising out of this shall be referred to the Architects and their decisions shall be binding to both the parties.
10. The deviations between specifications, schedule of quantities and drawings found by the contractor, the same shall be brought to the notice of Architects immediately.

11. The rates of all the items shall be filled by the Contractor and all corrections and erases shall be initialed.
12. The items described in the schedule of quantities shall generally be in accordance with the specifications of items described separately. However, if any variation is found or the item is not covered in general specifications and then the same shall be brought to the notices of the Engineer in Charge /Consultants.
13. The contractors shall not be paid any advance against the purchase of materials.
14. Any ancillary work, which may be necessary for the plant and added later on, shall be carried out by the contractor at the quoted prices of the tender.
15. The works of Septic tanks, housings, underground tanks, domestic & effluent treatment plants shall be carried out by the Contractors at the quoted prices of items involved in the works.
16. The work of water supply line, distribution lines, water pumps etc. shall be discussed and finalized during the progressive work.
17. All the rates should be inclusive of applying bonding agents at the junctions of old and new construction.
18. Labour camp/ hutments will not be allowed inside the premises. Separate arrangement will have to be made by contractors including their transportation to and from dwelling places to the place of work and no extra shall be claimed for the same.

**LIST OF APPROVED MAKES & BRAND**

## LIST OF APPROVED MAKES

REINFORCEMENTSTEEL	TISCO,SAIL,RAJURI,POLAD
CEMENT (53 Grade)	ACC, ULTRATECH, BIRLA, AMBUJA
PLASTICISERSETC	MCBAUCHEMIE,FOSCROCK,PIDILITE,CHEMISOL
ALUMINUM SECTIONS	INDAL / HINDALCO/JINDAL
POLYSTERSUNCONTROLFILM	GARWARE
GLASS	ASAHI,INDOSHHA,MODIFLOAT, SAINTGOBAIN
MIRROR	MODI,ASAHI,GOLDFISH
DOORCLOSER	DORMAMAKE
CERAMICTILES(1st QUALITY)	SPARTEK, REGENCY, KAJARIA, JOHNSON, NITCO.
ACRYLICPLASTICEMULSION	ASIAN,BERGER
CEMENTPAINT	SNOWCEM,SUPERCEM,APEX
WATERPROOFINGCOMPOUND	SIKA, MC BAUCHEMI,FOSCROCK
GYPSUMBOARD	GYPSUMINDIA
MORTICELOCK &LATCH	GODREJ/HARISON/ INOX
HARDWAREFITTINGS	EVERLITE,ECIE
SYNTHETIC ENAMELPAINT	BERGER,ASIAN1stQUALITY
PRIMER	ASIAN,BERGER
M.S.PIPES	TATA
ADHESIVES	PIDILITE, VEMICOL, FEVICOL.
SANITARYWARE	HINDUSTAN,JAGUAR,PARYWARE
E.W.C.SEATCOVERS	COMMANDER, CHAMPION,GEM
C.P.FITTINGS	PLUMBER,JAGUAR
SOIL/WASTEPIPES	KISAN, PRINCE,SUPREME
G.I.PIPES	C-CLASS PRAKASH,SURYA,ZENITHGST
GUNMETALVALVES	LEARENGG, KIRLOSKAR, KILBURN, GG.
FLUSHVALVES	PLUMBER/JAGUAR/EQUIVALENTMAKE
CISTERNS	NOMOS,HINDUSTAN,PARYWARE
R.C.C. PIPES	INDIANHUMEPIPE
PVCPIPES	FINOLEX,KISAN,PRINCE(1 <sup>st</sup> QUALITY)
C-PVCPPIPEANDFITTINGS	ASTRAL,PRINCEOREQUIVALENT
SWRPVCPPIPE&FITTING	SUPREME,PRINCE

## DETAILS OF ANNEXURES

### ANNEXURE I: LIST OF WORK TO BE PROCURED AND EMD VALUE

**Name of Work : Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar Tal. Ambegaon , Dist: Pune 410503**

Sr. No	Particular	Place of installation	Total EMD to be paid (Amount in INR)
01	<b>Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar, Tal. Ambegaon , Dist: Pune 410503</b>	Anna Saheb Awate College Manchar	55,750.00/-

### Technical Specifications

Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar Tal. Ambegaon ,  
Dist: Pune

### ANNEXURE-II

Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar,  
Tal. Ambegaon , Dist: Pune

Item No.	Completion Period	
1	<b>Construction of Toilet Block @ New English School , AnnaSaheb Awate College Manchar, Tal. Ambegaon , Dist: Pune 410503</b>	Within <b>Six months</b> from the date of issue of Award/final order.

**Specification** :Size = 8.23M x 5.23m , height =3.15 m from plinth

- 1) MS Sheet Structure
- 2) Brick Masonry Up To Plinth Level ( 0.450 M From Ground Level )
- 3) Brick Masonry For Superstructure Height 3.00 M From Plinth Level
- 4) . Mirum Filling Up To Plinth
- 5) .23 M Thick Rubble Soling For Plinth
- 6) Roughcast Cement Plaster For External Side & Internal Side
- 7) M 20 Grade Concrete For All Rcc Work
- 8) Z Section Window For Room
- 9) Door For Toilet Block
- 11) 0.300x0.300 Antiskid Flooring & With 0.300 X0.450 Wall Tiles
- 12) Regular Casing Capping Electric Points For Toilet
- 13) Paint For External Surface
- 14) Oil Paint Z Section Window
- 15) All Required Plumbing As Per Drawing Etc

**Contractor**

**Architect**

**Principal**

**Estimation for Construction of Toilet Block****LOCATION : @ Anna Saheb Awate College Manchar ,****Type of Structure : MS Sheet Structure ( Ground Floor )****Specification of Toilet block work : 2 units of Size = 8.23M x 5.23m , height =3.15 m from plinth****Abstract sheet :-**

<b>Sr no</b>	<b>Discription of work</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>Item 1</b>	Excavation for foundation in earth, soil of all types, sand, gravel and soft murum,including removing the excavated material up to a distance of 50 m. beyond thebuilding area and stacking and spreading as directed, dewatering, preparing the bedfor the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete			
		<b>9.74</b>	<b>200.00 /-per Cumt</b>	<b>1948.00</b>
<b>Item 2</b>	Providing and laying Cast in situ/Ready Mix cement concrete in M15 of trap/ granite/quartzite/gneiss metal for bed blocks, foundation blocks and such other items including bailing out water, Steel centering, formwork, laying/ pumping, compacting, roughening them if special finish is to be provided, finishing uneven and honeycombed surface and curing etc. complete. The Cement Mortar 1:3 plaster is considered for rendering uneven and honeycombed surface only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed.), with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate			
		<b>7.65</b>	<b>5000.00/- per cumt</b>	<b>38250.00</b>
<b>Item 3</b>	Rubble soling-Providing and laying .23 m thick rubble soling for plinth with hard murum with watering and compaction etc complete			
		<b>17.64</b>	<b>800.00/- per Cumt</b>	<b>14112.00</b>
<b>Item 4</b>	Providing and fixing in position TMT - FE - 500 bar reinforcement of various diameters for R.C.C. pile caps, footings, foundations, slabs, beams columns, canopies, staircase, newels ,chajjas, lintels pardis, copings, fins, arches etc. as per detailed designs, drawings and schedules. including cutting, bending, hooking the bars, binding with wires or tack weldingand supporting as required complete.			
		<b>0.80</b>	<b>71000.00 /- per mt</b>	<b>56800.00</b>
<b>Item 5</b>	Murum refilling work- Providing and filling hard murum up to plinth work with watering and compaction work as per details			
		<b>34.24</b>	<b>800.00 /-per cu.mt</b>	<b>27392.00</b>
<b>Item 6</b>	Providing second class Burnt Brick masonry with conventional/ I.S. type bricks in cement mortar 1:6 in superstructure including striking joints, raking out joints, watering and scaffolding etc. Complete			

**Contractor****Architect****Principal**



		<b>35.53</b>	<b>5000.00/- per cu.mt</b>	<b>177650.00</b>
<b>Item 7</b>	Providing and laying Cast in situ/Ready Mix cement concrete M-20 of trap / granite /quartzite/ gneiss metal for R.C.C. beams and lintels as per detailed designs and drawings or as directed including steel centering, formwork, cover blocks, laying/pumping, compaction and roughening the surface if special finish is to be provided and curing etc.complete. (Excluding reinforcement and structural steel). with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade)			
		<b>5.33</b>	<b>8000.00/- per cumt</b>	<b>42640.00</b>
<b>Item 8</b>	Providing and laying Cast in situ/Ready Mix cement concrete in M-20 of trap/ granite/quartzite/ gneiss metal for R.C.C Chajja of required thickness including steel centering, formwork, cover blocks, laying/pumping, compacting , curing , finishing and roughening them if special finish is to be provided and curing complete.(Excluding reinforcement and structural steel).with fully automatic micro processor based PLC with SCADA enable dreversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade)			
		<b>2.46</b>	<b>8000.00/- per cumt</b>	<b>19680.00</b>
<b>Item 9</b>	Providing internal cement plaster 20mm thick in Single coats in cement mortar 1:4 with neeru finish, to concrete, brick surface, in all positions including scaffolding and curing etc.complete			
		<b>144.39</b>	<b>400.00 /-per sq.mt</b>	<b>57756.00</b>
<b>Item 10</b>	Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1Kilogramper cement bag curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etc. complete			
		<b>174.48</b>	<b>500.00/- per sq.mt</b>	<b>87240.00</b>
<b>Item 11</b>	Providing and fixing mild steel grill work for windows, ventilators etc. 20 Kilogram/Square In Rs Metre as per drawing including fixtures, necessary welding and painting with one coats of anticorrosive paint and two coats of oil painting complete			
		<b>8.82</b>	<b>1000.00/- per sqmt</b>	
<b>Item 12</b>	Providing and laying ceramic tiles of having size 30 cm. x 30 cm. and confirming to corresponding I.S. for dado and skirting in required position with readymade adhesive mortar of approved quality on plaster of 1:2 cement mortar including joint filling with white/ colour cement slurry cleaning curing etc. complete			
		<b>106.89</b>	<b>800.00/- per sq.mt</b>	<b>85512.00</b>

Contractor

Architect

Principal

<b>Item 13</b>	600mm x300mm wall tile flooring with confirming to corresponding I.S. for dado and skirting in required position with readymade adhesive mortar of approved quality on plaster of 1:2 cement mortar including joint filling with white/ colour cement slurry cleaning curing etc. complete						
					<b>144.39</b>	<b>800.00/- per sq.mt</b>	<b>115512.00</b>
<b>Item 14</b>	Providing and fixing machine cut machine polished 18 mm to 20 mm thick black / White / Cat bary brown / RBI red / Ocean Brown granite stone for treads and risers of steps and staircases of approved colour and shade with full moulding and three grooved line for the treads on bed of 1:4 Cement mortar including float filling joints with neat cement slurry curing polishing and cleaning etc. complete.						
					<b>31.62</b>	<b>2500.00/- per sqmt</b>	<b>79050.00</b>
<b>Item 15</b>	Providing and fixing solid core flush door shutter in single leaf 32 mm thick decorative type of exterior grade as per detailed drawings approved face veneers 3 mm thick on both faces or as directed, all necessary beads, mouldings and lipping, wrought iron hold fasts, chromium plated fixtures and fastenings, with brass mortise lock, chromium plated handles on both sides, and finishing with French Polish etc. complete.						
					<b>16.38</b>	<b>2500.00/- sq.mt</b>	<b>40950.00</b>
<b>Item 16</b>	Providing and applying two coats of exterior acrylic emulsion paint confirming to corresponding I.S. of approved manufacture and of approved colour to the plastered surfaces including cleaning ,preparing the plaster surface, applying primer coat ,scaffolding if necessary , and watering the surface for two days etc complete						
	Same qty of External plaster				<b>174.48</b>	<b>200.00/- sq.mt</b>	<b>34860.00</b>
<b>Item 17</b>	providing and fixing colour coated zinalume ( r )az150 ( min 150 gms/sq.mt. total on each side ) roofing sheet profiled sheets for roofing. the feed material is manufactured out of nominal 0.45mm base metal thickness ( bmt ) (0.5 mm tct ), hi-strength steel with min.550 mpa yield strength, metallic hot dip coated with aluminium-zinc alloy (55% aluminium 43.4% zinc 1.6% silicon) with colorbond ( r ) steel quality super durable polyester paint coat ( with in organic pigment). The paint shall have a total coating thickness of nominal 35 mm comprising of nominal 25 um exterior coat on top surface and nominal 10 um reverse coat on back surface. Profile sheet shall have nom. 950-1050 mm effective cover width and nominal 25-30 mm deep ribs with subtle square fluting in the five pan at nominal 180-250 mm center to-center. The end rib shall be designed for anti-capillary groove. and return leg. The feed material should have coil manufacturers product details marked a regular interval. Including fasteners with min. fastened with min. 25 um Zinc-Tin alloy coated, Hex head, self-drilling screw etc. complete. (weight of profile 4.52 Kilogram/Square Metre)						
					<b>84.88</b>	<b>800.00/- sq.mt</b>	<b>67904.00</b>

Contractor

Architect

Principal

<b>Item 18</b>	Providing, fabricating and erecting at site of work the tubular steel structure (shed) as per standard design and specifications having various spans in between trusses and in multiples of standard length of bays as specified as per standard specifications, inclusive of cost of steel tubular trusses, tubular columns purlins, tie runners, foundation bolts, base plates, nuts and bolts, welding wherever required etc. as per detailed drawing inclusive of one coat of anti corrosive paint and two coats of oil painting of approved quality and shade etc. complete Spec. Number : As directed by Engineer-in-charge.							
						<b>0.850</b>	<b>89703.00/- per mt</b>	<b>76247.00</b>
								<b>1032303.00</b>

Total Amount =1032303.00/-

Add 8 % for plumbing & electric work = =82584.00/-

Total Amount = =1114884.00/-

Say Amount = =11,15,000.00/-

**Say Amount : Eleven Lacs Fifteen Thousand Rs only**

**ANNEXURE III****(FORMAT TO BE FILLED UP AND SUBMITTED ON THE LETTER HEAD OF THE BIDDER)**

To,  
Principal /Purchase committee,  
Anna Saheb Awate College  
Campus, Manchar- 410503

**Sub: Construction of Toilet Block with 10000.00 ltr Septic Tank @ Annasaheb Awate College Manchar, Tal. Ambegaon , Dist: Pune 410503**

Sir,

Having examined the conditions of Tender and Specifications of the **Construction of Toilet Block with 10000.00 ltr Septic Tank @ Annasaheb Awate College Manchar, Tal. Ambegaon , Dist: Pune 410503**

We, the undersigned, offer **Construction of Toilet Block with 10000.00 ltr Septic Tank @ Annasaheb Awate College Manchar, Tal. Ambegaon , Dist: Pune 410503** as mentioned in the **Annexure I** as per the quantity and specifications given in the tender along with standard spares/accessories as specified. We are quoting for the above mentioned work in BOQ. Our bid would be valid for the period specified in the tender document and confirms to the terms and conditions of the tender document. Earnest Money Deposit of INR \_\_\_\_\_ (Rupees: \_\_\_\_\_) as given in **Annexure-I** has submitted using online Banking option on <https://mahatenders.gov.in>.

The original e-tender document duly digital signature on all pages is enclosed.

If our offer is accepted, we undertake **Construction of Toilet Block with 10000.00 ltr Septic Tank @ Annasaheb Awate College Manchar, Tal. Ambegaon , Dist: Pune 410503** as mentioned in the tender within the specified periods mentioned in **Annexure II** from the date of receipt of the order from the Chairman, Purchase Committee, in writing.

We agree to supply consumable spare parts and replacement of the broken/damaged/ non-compatible parts during the guarantee/warranty period, free of charge, as per the terms and conditions. The warranty period is **Five Years** from the date of completion & commissioning of the Toilet Block Building.

Unless and until a formal Agreement/order is prepared and issued, this tender together with your written acceptance thereof, shall constitute a binding contract between us and Chairman Purchase Committee.

We understand that you are not bound to accept the lowest or any tender you may receive. We agree to make a presentation of the products & services to be supplied by us, before the Purchase Committee if need be on a mutually convenient date.

Authorized Signatory to Tenderer :  
Name :  
Designation/ Capacity :  
Date :

**Contractor****Architect****Principal**

**ANNEXURE IV****(TO BE SUBMITTED BY THE BIDDER ON RS. 500/- STAMP PAPER)**

Tender Reference No.: \_\_\_\_\_ Dated \_\_\_\_\_

**UNDERTAKING / DECLARATION**

To,  
Principal /Purchase committee,  
Anna Saheb Awate College  
Campus, Manchar - 410503

**Sub: Construction of Toilet Block with 10000.00 ltr Septic Tank @ Annasaheb Awate College Manchar, Tal. Ambegaon , Dist: Pune**

Dear Sir.

With reference to the tender invited by Purchase Committee (Cluster Development) Pune for the above proposed work, we write this after having:

- a) Examined the tender documents,
- b) Visited and examined the site of the proposed work and,

Acquitted to requisite information as affecting the tender invited by Purchase Committee (Cluster Development) Pune on behalf of For **Principal/Purchase committee, Annasaheb Awate College.**

We, the undersigned, hereby offer to construct, execute, complete and maintain the proposed work in strict accordance with Contract Document for the consideration to be calculated in terms of the priced schedule of Quantities.

We undertake to complete the whole of the works in accordance with the Schedule of work forming part of the contract. We further undertake that on failure to complete the whole of the work within the period of the said schedule of work, we shall pay to the Owner the sum named in the appendix to the conditions of contract as "Agreed Liquidated Damages" for the period during which the work shall remain incomplete.

We hereby deposit with Owners an **Earnest Money Deposit** Rs. - ----- and we do hereby agree that this sum shall be forfeited to the owners in the event they accept our tender and we fail to take up the work when called upon to do so. We do agree to pay a total sum which along with initial EMD, will make an amount equivalent to 5% of accepted tender value as deposit at the time of the signing the contract document, when called upon to do so, being security for the due performance of the contract.

**Contractor****Architect****Principal**

We further agree to the deduction of 5% from interim payments as retention money. We confirm, we have studied all the conditions and factors affecting or bearing upon this work before filling this tender.

Yours faithfully,

(SIGNATURE)

Name of the partners of the firm .....

OR

Name of person having Power of

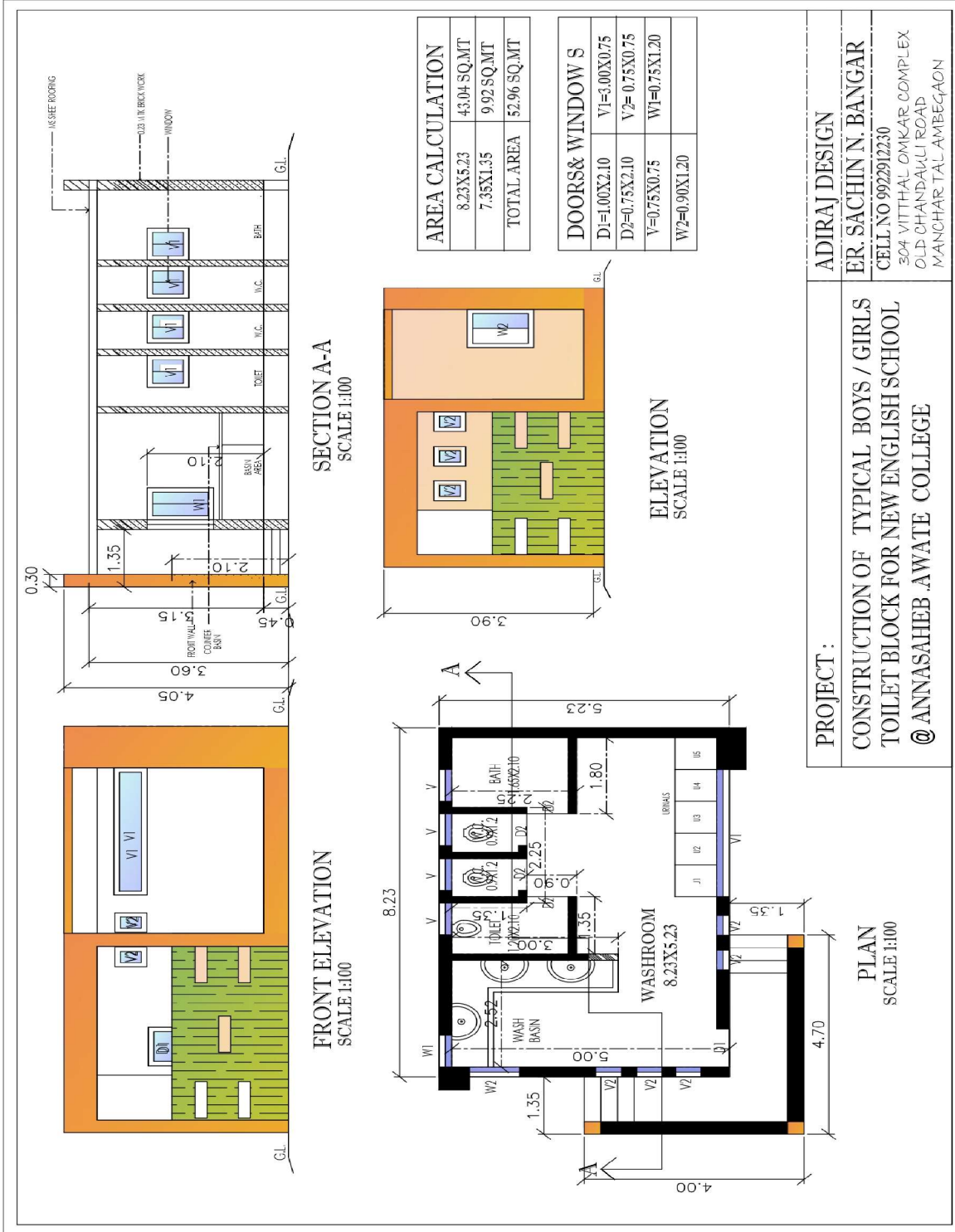
Attorney to sign the contract .....

Name/s of the Bank/s in which the

Tendered maintains accounts.

EARNEST MONEY RECEIPT NO .....

# Drawing



Contractor

Architect

Principal

**PLINTH BEAM**  
SCALE 1:100

**SCHEDULE OF PLINTH BEAMS**

BEAM NOS	BEAM SIZE [B X D]	BOTTOM REINFORCEMENT		TOP REINFORCEMENT		STIRRUPS NOS AND SPACING	REMARKS
		FULL SPAN	CURTAINED [CENTRALLY PLACED]	FULL SPAN	EXTRA AT CONTINUOUS SUPPORT		
PB1	0.23000.450	2-12#	1-12# ON PMS	2-10#		● 150 C/C ALL OVER	ADD 2-12# EXTRA ON TOP OF EACH CORNER COLUMN
PB2	0.23000.450	2-12#		2-10#		● 150 C/C ALL OVER	ADD 2-12# EXTRA ON TOP OF EACH CORNER COLUMN
PB3	0.23000.450	5-12#	1-12# ON PMS	2-10#	1-12# ON PMS	● 150 C/C ALL OVER	ADD 2-12# EXTRA ON TOP OF EACH CORNER COLUMN

**SECTION A-A**  
SCALE 1:100

**ROOF PLAN**  
SCALE 1:100

**TITLE**  
PLINTH BEAM/ROOF DETAILS OF SCHOOL TOILET BLOCK

**ANNA ENGINEERING COLLEGE MANICHER**  
8 MANICHER TAL AMBEGGAHI

**ADIRAJ DESIGN**  
CELL NO. 9100000000  
10/10/2020  
CLD, SHANMUGA ROAD,  
MANICHER TAL, AMBEGGAHI  
Bangalore - 560004, INDIA.

**DATE** 12/11/2020 **SCALE** --- **DRAWN BY** MANICHER **JOB NO.** V/1

**REVISIONS**

1. TO CHECK THE DIMENSIONS AND QUANTITIES.
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