



**Tender For Construction of State Adventure
and Training Center
At
Ayodhya, Uttar Pradesh on EPC
(Engineering, Procurement and Constructions) Basis**

To

Bharat Scout and Guide, Uttar Pradesh

Submitted by

Mr. Devendra Baliyan

State Headquarter Commissioner (INFRA)

**Office of State Chief Commissioner
Bharat Scout and Guide, Uttar Pradesh
Gole Market, Mahanagar, Lucknow**

Website: www.bsgup.org
Email ID: upscoutsguides@yahoo.com

TENDER NO. : BSGUP-SHQ/NJ/CW/AYO/2025-26/16

Dated: 20.02.2026

TENDER NOTICE

**Tender Notice for Construction of State Adventure and Training
Center of Bharat Scout and Guide, Uttar Pradesh at
Ayodhya, U.P.**

The Office of the State Chief Commissioner, Bharat Scout and Guide, Uttar Pradesh (BSGUP), Lucknow, intends to engage the services of a contractor/agency for the construction of the State Adventure and Training Center of Bharat Scout and Guide, Uttar Pradesh at Ayodhya, U.P., for the execution of the following works and related activities as per EPC (Engineering, Procurement and Constructions) mode.

| S.N. | Name of Work | Estimated Tentative Cost (Rs. In Lakhs) | Bid processing Fees (In Rs.) (Non- refundable) | Time of Completion (In Days) | Bid Security (EMD) (Rs. In Lakhs) |
|------|---|---|--|------------------------------|-----------------------------------|
| 1. | Design, Engineering, Procurement & Constructions for Construction of State Adventure and Training Center of Bharat Scout and Guide, Uttar Pradesh at Ayodhya, U.P on EPC Basis. | Rs. 700 Lakhs | Rs. 11000+300 +18% GST | 12 Months | Rs. 14 Lakhs |

Scheduled of Time Lines for Bid Process

| | | |
|----|--|--|
| 1. | Date of downloading of bid document/ corrigendum/ amendments, if any: | 20.02.2026 05:00 PM Till 19.03.2026 02:00 PM |
| 2. | Last Date and Time for receipt of bids along with EMD in the form of RTGS: | 19.03.2026 01:00 PM |
| 3. | Date and Time of Opening of Technical Bids: | 19.03.2026 04:00 PM |
| 4. | Date and Time of Finalization and display of Technical Bid: | 20.03.2026 01:00 PM |
| 5. | Date and Time of Opening of Financial Bid: | 20.03.2026 04:00 PM |
| 6. | Date of execution of Agreement and Date of Award of Work Order (WO): | 24.03.2026 |
| 7. | Date of Issue of Notice to Proceed with the work: | 25.03.2026 |

INSTRUCTIONS TO BIDDERS

1. Eligibility of Bidders

The tender is open to registered contractors/agencies having experience in construction works of similar nature. The bidder must have valid registration with the appropriate government authority and should possess a valid GST registration.

2. Tender Document

The tender document can be downloaded from the official website www.bsgup.org within the specified period. The bidder must carefully read all the instructions, terms, and conditions before submitting the bid.

3. Bid Processing Fee

The bidder shall submit a **non-refundable bid processing fee of ₹11000 + ₹300 + 18% GST** in the form of RTGS in favor of **State Secretary, Bharat Scout and Guide, Uttar Pradesh**, payable at Lucknow.

4. Earnest Money Deposit (EMD)

The bidder shall submit an **Earnest Money Deposit (EMD) of ₹14,00,000 (Rupees Twelve Lakhs only)** in the form of a RTGS in favor of **State Secretary Bharat Scout and Guide, Uttar Pradesh**, payable at Lucknow. Bids submitted without EMD shall be rejected.

5. Submission of Tender

The tender shall be submitted in **two separate sealed envelopes**, namely:

- Envelope–1: Technical Bid
- Envelope–2: Financial Bid

Both envelopes should be placed inside a single sealed cover clearly superscribed with **“Tender for Construction of State Adventure and Training at Ayodhya, U.P.”**

6. Technical Bid

The Technical Bid shall include the following documents:

- Contractor Registration Certificate
- GST Registration Certificate
- PAN Card Copy
- Experience Certificates of similar works
- EMD Demand Draft
- Bid Processing Fee RTGS Details
- Any other documents as required in the tender document.

7. Financial Bid

The Financial Bid should contain the **quoted amount for execution of the work** in the prescribed format (Attached) only. No conditions shall be accepted in the financial bid.

8. Validity of Bid

The bid shall remain valid for a period of **90 days** from the date of opening of the financial bid.

9. Completion Period

The contractor shall complete the work within **12 months** from the date of issue of the Work Order.

10. Right to Accept or Reject

The Office of the State Chief Commissioner, Bharat Scout and Guide, Uttar Pradesh reserves the right to **accept or reject any or all bids without assigning any reason.**

11. Execution of Agreement

The successful bidder shall execute an agreement with the BSGUP within the specified period after the award of the work order.

12. Other Conditions

All applicable **government rules, safety standards, and quality standards** must be followed during the execution of the work.

TECHNICAL QUALIFICATIONS / ELIGIBILITY CRITERIA

The bidder must fulfill the following technical and eligibility criteria to participate in the tender for **Construction of State Adventure and Training of Bharat Scout and Guide, Uttar Pradesh at Ayodhya, U.P.**

1. Contractor Registration

The bidder must be a **registered contractor with CPWD / PWD / State Government / Central Government / Government Undertaking** or any other recognized authority.

2. Experience in Similar Works

The bidder must have successfully completed similar construction works during the last **5 years** as follows:

- One similar work costing not less than **₹5.60 Crores**, or
- Two similar works each costing not less than **₹4.20 Crores**, or
- Three similar works each costing not less than **₹2.80 Crores**.

Similar works shall mean **construction of institutional buildings / training centers / office buildings / public buildings or similar civil construction works**.

3. Financial Turnover

The bidder must have an **average annual financial turnover of at least ₹12 Crores** each year during the last **3 financial years**.

4. Technical Staff

The bidder must have adequate **technical staff and engineers** available for the execution of the work.

Minimum requirement:

- 1 Qualified Civil Engineer (Degree/Diploma)
- 1 Site Supervisor with experience in building construction.

5. Equipment and Machinery

The bidder should have access to necessary **construction equipment and machinery** required for execution of the work.

6. Income Tax Return

The bidder must submit **Income Tax Returns** for the last three financial years.

7. Non-Blacklisting Declaration

The bidder must submit a **self-declaration** stating that the firm has not been **blacklisted or debarred** by any **Government Department / Organization**.

8. Solvency Certificate

The bidder must submit a **Bank Solvency Certificate** of at least **₹5 Crores** issued by a nationalized or scheduled bank.

9. Tender Acceptance

The bidder must submit a **signed copy of the tender document** as a token of acceptance of all terms and conditions.

10. Design

Structural design will be vetted by govt. engineering college.



State Secretary

Bharat Scout and Guide, Uttar Pradesh

FINANCIAL BID

BILL OF QUANTITIES (BOQ)

Name of Work: Construction of Adventure Training Center – Training Block of Bharat Scout and Guide, Uttar Pradesh at Ayodhya, U.P.

| SL. No | Description of Work | Unit | Quantity | Rate (Rs.) | Amount (Rs.) |
|---------------|---|-------------|-----------------|-------------------|---------------------|
| 1 | Stilt floor built-up area | SQMT | 600 | | |
| 2 | Ground floor built-up area | SQMT | 600 | | |
| 3 | First floor built-up area | SQMT | 600 | | |
| 4 | Second floor built-up area | SQMT | 600 | | |
| 5 | Third floor built-up area | SQMT | 600 | | |
| 6 | Supply and installation of 8 passenger stainless steel 304 Grade lift with power operated center opening doors and AC variable voltage & variable frequency controls (ARD) <ul style="list-style-type: none">• Speed 1mtr/scc.• Travel hight stilt + 4 | 1 | 1 | | |

Instructions:-

1. All areas are tentative may be increase or decrease will be paid as per actual measurement.
2. Payment sheet will provide by bidder.
3. Extra items will be paid as DSR 2023 or minimum market rate.

SIGNATURE OF BIDDER

INSTRUCTIONS TO BIDDERS (ITB)

(A) THE BID DOCUMENT

1) Cost of Bid Document/ Bid Processing Fee

- i) The bidder shall bear all costs associated with the preparation and submission of its Bid. Bharat Scout and Guide, Uttar Pradesh hereinafter referred to as "the BSGUP", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.
- ii) This bid document is available on the web site <https://bsgup.org> to enable the bidders to view, download the Bid document and submit Bids physical up to the last date and time mentioned in Bid notice / Bid document against this Bid. The bidders shall have to pay cost of bid document / Bid processing fee as per Tender Invitation Notice through RTGS only payable in favor of "State Secretary, Bharat Scout and Guide, Uttar Pradesh" in the A/c No. **10122401342**, IFSC Code: **SBIN0006144, State Bank of India, Jawahar Bhawan Lucknow**. Scanned copy of RTGS receipt with transaction Details by the same bank must be enclosed along with the Bid. This cost of bid document/ Bid processing fee will be non-refundable. Bid without cost of bid document/ Bid processing fee will not be accepted.

2) Contents of Bid Document

- i) The scope of work, Bid procedure and contract terms and conditions are prescribed in the Bid document. The Bid document includes:
 - (1) Invitation for Bid
 - (2) Section I : Instructions to Bidders;
 - (3) Section II : Conditions of Contract;
 - (4) Section III : Technical Bid (Applicable only for Works as mentioned in Bid Notice);
 - (5) Section IV : Financial Bid;
- ii) The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required as per the Bid document or submission of Bid not responsive to the Bid document in every respect will be at the bidder's risk and may result in rejection of the said Bid.

3) Amendment of Bid Document

- i) At any time prior to the deadline for submission of Bid, the BSGUP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website <https://bsgup.org> through corrigendum and shall form an integral part of Bid document. The relevant clauses of the Bid document shall be treated as amended accordingly.
- ii) It shall be the sole responsibility of the prospective bidders to check the website <https://bsgup.org> from time to time for any amendment in the Bid document. In case of failure to get the amendments, if any, the BSGUP shall not be responsible for it.

- iii) In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their Bids, the BSGUP, at his discretion, may extend the deadline for the submission of Bids. Such extensions shall be uploaded on the Procurement website <https://bsgup.org>.

4) Language of Bid

The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bid exchanged by the bidder and the BSGUP shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the Bid.

5) Documents Constituting the Bid

The Bid prepared by the bidder shall comprise the following components:

(a) Prequalification :-

- (i) **Fee Details** - It will consist of the cost of bid document/ Bid processing fee document and prescribed earnest money in prescribed form.
- (ii) **Eligibility Criteria** – It will consist of the details as per the Tender Document. Please refer Special Conditions of Contract & List of Approved Makes for more details which is an important part of Tender document,

(b) Financial Bid - Financial Bid will comprise of:

- **Price Schedule** - includes Price Schedule format to be filled Rupees Per Sqft or Rupees per Sqm. in after downloading from the website for this Bid.

6) Bid Form

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid document.

7) Bid Currencies

Prices shall be quoted / calculated in Indian Rupees only.

8) Documents Establishing bidder's Qualification

- i) The bidder shall furnish, as part of its Technical Bid, documents establishing the bidder's qualification to perform the Contract if its Bid is accepted. The documentary evidence should be submitted by the bidder in the Hard Copy and PDF format.
- ii) The documentary evidence of bidder's qualification to perform the Contract if its Bid is accepted shall be as per Qualification Requirements specified in Bid document.

9) Bid Security/Earnest Money Deposit (EMD)

- i) The bidder shall furnish, as part of its Bid, an Bid security/ EMD as per the e-Tender notice in form of RTGS only in favor of “**State Secretary, Bharat Scout and Guide, Uttar Pradesh**”

in the A/c No. 10122401342, IFSC Code: SBIN0006144, State Bank of India, Jawahar Bhawan Lucknow. Scanned copy of RTGS receipt of Security / EMD with transaction same bank must be enclosed along with the Bid. Bid without Earnest Money in the prescribed form, will not be accepted.

- ii) Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by the BSGUP.
- iii) Unsuccessful bidder's Bid security will be returned promptly as possible after the acceptance of Bid.
- iv) The successful bidder's Bid EMD will be converted into security upon the bidder signing the Contract.
- v) The Bid security may be forfeited:
 - (a) if a bidder (i) withdraws its Bid during the period of Bid validity specified by the bidder on the Bid Form; or (ii) does not accept the correction of errors or (iii) modifies its Bid price during the period of Bid validity specified by the bidder on the Bid form or
 - (b) in case of a successful bidder, if the bidder fails:
 - (i) To sign the Contract with the BSGUP.
 - (ii) After signing the contract, fails to start work in stipulated period.

10) Period of Validity of Bid

- i) Bid shall remain valid for 120 days after the date of Bid opening prescribed by the BSGUP. An Bid valid for a shorter period shall be rejected by the BSGUP as non- responsive.
- ii) In exceptional circumstances, the BSGUP may solicit the bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its Bid security. A bidder granting the request will not be required nor permitted to modify its Bid.

11) Format and Signing of Bid

- i) The bidder shall prepare one electronic copy each of the Technical Bid and Financial e- Bid separately.
- ii) The Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the Bid. All the pages/ documents of the Bid that are to be uploaded shall be digitally signed by the person authorized to sign the Bid.

(B) SUBMISSION of Bid

1) **Submission of Bid**

The Bid Submission module of e-Procurement website <https://bsgup.org> enables the bidders to submit the Bid online in response to this Bid published by the BSGUP. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the Bid. Bidders should start the Bid Submission process well in advance so that they can submit their Bid in time. The bidders should submit their Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e- Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the Bid schedule. Once the Bid submission date and time is over, the bidders cannot submit their Bid. For delay in submission of Bid due to any reasons, the bidders shall only be held responsible.

The bidders have to follow the following instructions for submission of their Bid:

- i) For participating in Bid through the Bidding system, it is necessary for the bidders, already registered with State or Central government department or Authority.
- ii) The bidder should read the Terms & Conditions carefully before proceeding to fill in the cost of bid document/ Bid processing fee and EMD payment details. After entering and saving the cost of bid document/ Bid processing fee and EMD details, the bidder should click the documents as per Technical (Fee details, Qualification details, Bid Form and Technical Specification details) and financial (e- Bid Form and Price Schedule/BOQ) schedules/packets given in the bid details. The details available in the scanned copy of bid form cost and of EMD shall be verified by the BSGUP and in case of any discrepancy the Bid shall be rejected.
- iii) Next the bidder should Submitted the Technical Bid documents for Fee details (Cost of bid document/ Bid processing fee and EMD), Qualification details. Technical and Financial schedules/packets and then The required documents for each document label of Technical (Fee details, Qualification details, e- Bid Form and Technical Specification details) and financial (Bid Form and Price Schedule) schedules/packets.
- iv) BSGUP reserves the right to cancel any or all Bids without assigning any reason.

2) **Deadline for Submission of Bid**

- i) Bid (Technical and Financial) must be submitted by the bidders later than the time as on the prescribed date (displayed in the BSGUP website).
- ii) The BSGUP may, at its discretion, extend this deadline for submission of Bid by amending the Bid document, in which case all rights and obligations of the BSGUP and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

(C) OPENING AND EVALUATION OF Bid

1) Opening of Bid by the BSGUP

- i) The BSGUP will open all Bids, in the presence of bidders' representatives who choose to attend at the prescribed date and time of opening at BSGUP office. The bidder's representatives who are present shall sign evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the BSGUP, the Bids shall be opened at the appointed time and place on the next working day.
- ii) The bidder's names and the presence or absence of repulsion Bid security and such other details as the BSGUP at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the requirement shall be notified.

2) Opening of Financial Bid

- i) The financial Bids of qualified bidders shall be opened on the same day in the presence of bidders. The name of bidders, percentage Price quoted etc will be announced in the process for single bid and
- ii) The BSGUP will prepare the minutes of the Bid opening.

3) Clarification of Bid

- i) During evaluation of Bid, the BSGUP may, at its discretion, ask the bidder for a clarification of his/her Bid. The request for clarification and the response shall be in writing.

4) Evaluation of Bid and Evaluation Criteria

The BSGUP will examine the Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required cost of bid document/ Bid processing fee, e- Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the Bids are generally in order. Any Bid or Bids not fulfilling these requirements shall be rejected.

5) Contacting the BSGUP

- i) No bidder shall contact the BSGUP on any matter relating to his/her Bid, from the time of the Bid opening to the time the Contract is awarded.
- ii) Any effort by a bidder to influence the BSGUP in its decisions on Bid evaluation, Bid comparison or contract award may result in rejection of the bidder's Bid.
- iii) In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/blacklisting from BSGUP works and the legal proceeding can also be initiated.

(D) AWARD OF CONTRACT

1) Award Criteria

The BSGUP will award the contract to the lowest evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract of the Bidding Document.

2) BSGUP's right to accept any Bid and to reject any or all Bids

The BSGUP reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

3) Notification of Award

i) Prior to the expiration of the period of Bid validity, the BSGUP will notify the successful bidder in writing by letter/e-mail/fax, that its Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

4) Signing of Contract

On completion of Tendering process a contract Agreement/Bond shall be drawn between the Designated Officer and the Contractor.

For the Contractor's of this Bid Document

The Contractors/Firm/Bidders registered in any Government BSGUP in AA Class can participate in this tender,

Bidder should be registered with UP Electrical Licence in 'A' Class minimum, if the same not registered, they should get the registration within 30 days of awarding of work. An Affidavit on Rs.100/- stamp paper to be provided by them for this, failure in this regard withdraw the awarded tender and forfeit the EMD, and no objections will be raised in any court in this regard. Decision of State Secretary, BSGUP will be final in this regard.

The other important information is being mentioned below at a glance for the ease of Bid:-

| | | |
|--|---|---------------------------------|
| Date of Inviting bid | : | As per Tender Invitation Notice |
| Date of opening bid | : | As per Tender Invitation Notice |
| Cost of bid document/ Bid processing fee | : | As per Tender Invitation Notice |
| Earnest money | : | As per Tender Invitation Notice |
| Validity period | : | As per Tender Invitation Notice |
| Time of completion of work | : | As per Tender Invitation Notice |
| The Bid is Percentage Rate Bid | : | Yes |

Bank account details for RTGS:-

| | | |
|------------------|---|---|
| Beneficiary Name | : | State Secretary, Bharat Scout and Guide, Uttar Pradesh |
| Account Number | : | 10122401342, |
| Bank | : | State Bank of India, |
| IFSC Code | : | SBIN0006144, |
| Branch | : | Jawahar Bhawan, Lucknow |

LIST OF DOCUMENTS TO BE SUBMITTED

The details of documents to be submitted online are given below:

1. Tender Fees and Earnest Money Deposit (EMD) in the shape of RTGS in favor of **"State Secretary, Bharat Scout and Guide, Uttar Pradesh"** in the A/c No10122401342, IFSC Code: SBIN0006144, State Bank of India, Jawahar Bhawan Lucknow amount as per tender notice.

Technical Bid for works more than of 25 Lacs.

- 1) Duly filled up pre-qualification documents appended with the tenders.
- 2) (a) Similar nature of works such as RCC Frame Structure Building (Basement + 3 Floor) satisfactorily completed during the last five (05) FY in

Govt./Semi Govt./Public Sector undertaking along with certificates (Attested copy) clearly indicating Date of start, date of completion, amount of work actually executed. Experience certificates should clearly indicate the head bifurcation of works i.e. RCC, Civil Work, Interior Work, Electrical, HVAC etc. (No Works of Private Organizations will entertain).

(b) The contractor will submit undertaking that the volume of remaining running works awarded any BSGUP is not more than 300 Lacs for A+ Rs. 150 Lacs for category-A, Rs. 50 Lacs for category-B, Rs. 25 Lacs for category C & Rs. 10 Lacs for category D at the time of submission of bid.

- 3) Proof of Liquid Assets duly certified by nationalized/scheduled bank and issued not before six months as per pre-qualification requirement as per Appendix 'B' along with Regarding Bid Capacity in format of Appendix F
- 4) Latest income tax clearance certificate valid till date (original or attested copy) clearly indicating turnover of last four assessment years (FY 23-24, FY 22-23, FY 21-22, FY 20-21). In case, ITC not available then Audited last four years clearly indicating turnover & TDS may be included. Balance Sheet duly counter sign. By CA for
- 5) List of tools and plants, Affidavit by Notary on minimum Rs. 100/- non judicial stamp paper (original) & Affidavit of No Blacklisting on Rs 100/- stamp paper as per Appendix G.
- 6) List of Technical staff with their qualification professional experience and length of service with the firm, Affidavit by Notary on minimum Rs. 100/- non judicial stamp paper (original) – As mentioned in Special conditions of Contract Tender document
- 7) Original copy/attested copy of the partnership deed if it is a partnership firm and attested copy of registration certificate in case of company, sole proprietorship declaration in case of sole proprietorship firm. Joint venture shall not be accepted.
- 8) Authority letter in original or attested by notary not more than one year old of the firm/tenderer in favor of the person who has signed the tender documents with telephone no./ mobile and complete postal address and email address.
- 9) Failing in compliance any of the above conditions will lead to rejection of tender.
- 10) For Electrical works compulsory 'A' class Electrical license from U.P. Govt. (Attested photocopy). If not available then bidder should provide certificate to register with Electrical BSGUP within 21 days of getting LOA of Project.
- 11) For Electrical works compulsory T&P such as Megger, Earth tester, Tongue tester, Crimping tool, Generator, Safety belt, Gloves, Voltmeter, Amp meter etc. complete.
- 12) Bidder should Submit PAN, GST, Registration certificate, Power of Attorney, Min. 05 years experience. Enclose above documents or MOU on Rs. 100 stamp paper with firms having above documents. Firms has also to provide 05 years Gurantee for work done.
- 13) Proof of Tender fees & EMD receipt deposit through NEFT / RTGS
- 14) All affidavit, appendix, stamp paper as mentioned in tender document
- 15) Copy of Partnership Deed or Sole Proprietorship declaration or Company Registration Certificate / Memorandum.
- 16) Authorised letter of person authorised to sign the bid document
- 17) Character Certificate issued by DM / DC of all Partners / Directors.
- 18) Work experience Certificate as asked in Tender Document.



STATE SECRETARY
BHARAT SCOUT AND GUIDE, UTTAR PRADESH

SUMMARY OF PREQUALIFICATION PAPERS SUBMITTED BY
THE TENDERER

| S.No. | Description | Details |
|-------|--|---|
| 1. | Tender Fees and Earnest Money Deposited (EMD) | In favor of "State Secretary, Bharat Scout and Guide, Uttar Pradesh" A/c No. 10122401342, IFSC Code: SBIN0006144, State Bank of India, Jawahar Bhawan Lucknow. |
| 2. | List of works satisfactorily completed during last five years, with attested copy of experience certificate. | Total number of certificates attached, Name of work, Amount of work done till date actual date of completion |
| 2a. | Work taken of RCC Frame Structure multi story building during last 5 years with complete projects. | Total number of certificates attached, Name of work, Amount of work done till date actual date of completion |
| 3. | Liquid assets certificate | Name of bank, date of issue of certificate, amount of liquid assets. |
| 4. | I.T.C.C. or audited balance sheet of last four years. | Validity and date of issue. |
| 5. | Affidavit of T&P | Date of affidavit |
| 6. | Affidavit of staff | Date of affidavit |
| 7. | Original copy/attested copy of partnership deed or sole proprietorship declaration or company's registration certificate / memorandum of association | As applicable details to be mentioned accordingly. |
| 8. | Authority letter of person authorized to sign the tender documents. | As applicable attached or not. |
| 9. | Any other paper | Details attached. |

REQUIREMENTS FOR PREQUALIFICATION OF THE TENDER

| S.No. | Pre-Qualification conditions | Detailed description of Pre-Qualification |
|-------|--|--|
| | <p><u>Turnover :</u></p> <p>i) Cumulative turnover will be considered three consecutive years out of last four assessment years taken from ITCC or from Audited Balance Sheet.</p> <hr/> <hr/> <hr/> <hr/> | <p>i) For turnover of last Three assessment years</p> <p>ii) After ----- the last assessment year can either be----- the same sequence shall be followed for time to come.</p> <hr/> <hr/> |
| | <p>Liquid Assets</p> | <p>The liquid assets certificate submitted by the tenderers must clearly state the amount of liquid assets. The certificate should not be older than six months. Any word other than liquid. Assets have no relevance and shall not be considered.</p> |

REQUIREMENT FOR PRE-QUALIFICATION OF THE TENDERS

1. EXPERIENCE OF EXECUTION OF SIMILAR WORKS:

1.2 The Tenderers should have appropriate experience in similar works for last five years in organized sectors. The tenderer must have experience of successfully executing work as stated below.

| S.No. | Categories | Work Experience | Work done |
|-------|-----------------------------|---|---|
| 4. | Works more than 500.00 lacs | Last five years in organized sector as per Similar Work | One Work of 80% to the Bid value. OR Two Works Each of 60% to the Bid Value. Three Work of 40% to the Bid Value. |

- The tenderer shall furnish a proof showing that he has a work experience of atleast 5 years in Organized Sector.
- Similar Work means any Bidder should complete RCC. Four story building with complete activities like Civil structure of the building / Interior / AV system / Fire Fighting / Acoustic Work etc of Building Height of 12.5 Mtr as specified above)
- Organized sector means Govt. /Semi Govt. / Public sector undertaking
- Single tender can be accepted.
- For electrical works additional special conditions, instructions attached here with shall be followed. Please refer special condition of lift and Electrical Works.

1.2 Evidence of satisfactory execution of work that have been executed by the Tenders during the last five years in organized sectors have to be produced in Appendix "A" enclosed. The said certificate of experience from the Engineer in charge of the work not below the rank of the Executive Engineer or equivalent rank officer only shall be considered acceptable in Govt. /Semi Govt. organizations and from owner of firm or his authorized representative in case of private sector.

2. FINANCIAL CAPABILITY:

(a) The cumulative financial turnover and current liquid assets should be as under:

| S.No. | Categories | Cumulative turnover during the last three consecutive years | Liquid assets |
|-------|----------------------------|---|----------------------|
| 1. | Work more than 150.00 lacs | 1.5 times bid value (B.O.Q.) | 25% of the bid value |

2(b) The contractor should have a minimum tangible net worth of, at least 25% of the bid value . Net worth will mean value of Fixed Assets as per last audited Balance Sheet (after providing Depreciation) Plus Net working capital (current assets minus current liabilities). For this Net worth certificate should be duly attested by Chartered Accountant as per last Audited Balance Sheet.

2.1 Cumulative turnover will be considered for three consecutive years out of last four assessment years (FY 23-24, FY 22-23, FY 21-22, FY 20-21) taken from (Audited Balance Sheet) duly signed by Chartered Accountant with UDIN Number.

2.2 For Last 4 Assessment Years, IT Returns should be attached.

2.3 Proof of liquid assets duly certified from banker shall be submitted. (Should not be older than 06 months)

2.4 **Regarding Bid capacity**

The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender should be as under:

| S.NO. | Categories | Bidding Capacity |
|-------|----------------------------|--|
| 1. | Work more than 500.00 Lakh | The bidding capacity shall be worked out by the following formula : $\text{Bidding Capacity} = [A \times N \times 2] - B$ <p>Where, A = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress (Max. Turnover in construction work in any F.Y. during last five years).</p> |
| | | N = Number of years prescribed for completion of work for which bids have been invited and B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited |

As per Appendix F attached with Tender Document

3. TECHNICAL SUPERVISORY STAFF:

The Tenderer must have on their payroll the following staff:). – **As required in Special Conditions of Contract.**

The declaration for the technical staff by the Contractor will be given in the form attached as Appendix C (in the presence of Notary public with details of the required staff). – **As required in Special Conditions of Contract.**

4. MACHINERY, TOOLS AND PLANTS:

- 4.1 The Tenderers must have sufficient machinery, tools & plants that are necessary for carrying out the work. **(As given in special conditions of contract).**

AS MENTIONED IN SPECIAL CONDITIONS OF CONTRACT TENDER DOCUMENT

- 4.2 Proof of possession and use of required machinery, tools & plants will be given by the tenderers by the way of declaration in the shape of an affidavit on Rs. 100/- non-judicial stamp paper duly verified by the notary public in Performa as per Appendix 'D'.

5. **AUTHORIZATION DOCUMENTS**

The Tenderer shall submit the latest Income Tax Clearance Certificate along with bid, valid on the date of opening of Tender.

- 5.1 In Case of Authorization for Power of Attorney to sign the document, in case of firms duly certified copy of partnership deed and registration certificate in case of Company or the deed for Article of Association.
- 5.2 In case of any change in Cash assets, Technical staff, Tools & Plants or change in partners, or constitution of a company, address of communication of telephone no. etc. after submission of documents the same shall be intimated to the Executive Engineer / Superintending Engineer, BSGUP, timely.
- 5.3 If comes to the notice of the tender accepting authority at any point of time, during the tendering or execution stage of the work that the tenderer has been blacklisted by any Govt. organization, then all the payments due to him shall be forfeited and firm will be blacklisted.
- 5.4 The decision regarding pre-qualifying the tenderers will rest with the competent authority of BSGUP whose decision shall be final and binding to all the tenderers.

6. **SITE OFFICE AND TESTING LAB:**

- 6.1 The contractor shall arrange all testing equipments required for proper executions of work at his own cost.
- 6.2 Site office will be constructed by the contractor without any payment of BSGUP.
- 6.3 If the Testing is required in BSGUP Lab. Then the fee for such test is to be paid by the contractor as per rate BSGUP.

6.4 **Third Party Quality Control**

Third Party surveillance will be mandatory on each value having more than 100.00 Lacs. The agency of third party surveillance will be selected by the Authority and the expenditure over third party surveillance charge including material, testing fees and site / factory visits if required incurred over it will be borne by the contractor.

SPECIAL CONDITIONS

JOINT VENTURE : Not Allowed

- a. Firm forming joint venture for qualifying in the pre-qualification bid of said tender is not allowed. Experience/turnover/liquid assets of joint venture firm working under one name may be considered, individual experience/ liquid asset of constituent firms shall not be added in joint venture firms.
- b. In case the bidder is a Partnership Firm/ Private Limited Company/LLP, the working, financial and technical experience of any of its Partners/Directors shall be considered for the purpose of eligibility. Experience gained by such Partner/ Director through association with any other firm/company, whether past or present, shall also be considered as valid experience of the participating bidder for this tender..

GENERAL

1. These special conditions shall be read in conjunction with the General conditions of the contract. Where the provisions of these Special Conditions are at variance with the provisions of the General Conditions of the contract the provisions of these special conditions shall take precedence.
2. The Contractor is expected to be well conversant with all the general & special conditions of the contract as mentioned in tender document, which shall be the part of the agreement.

TENDERERS TO ENSURE AND NOTE

3. The Tenderers are advised to see carefully the site of work and architectural drawings etc. before actually submitting their tender. The architectural drawings for the work under the scope of this tender can be seen in the office of the Bharat Scout and Guide, Uttar Pradesh on any working day between 11.00 A.M. to 4.00 PM.
4. The tender is to be addressed to the State Secretary and should be submitted with the name of work written on the cover as per directions given in instructions to the Tenderers.
No page of the tender shall be removed & the entire set must be submitted as it is Failure to comply the instructions may result in the rejection of the tender.
5. All entries made by the Tenderer should be in one ink & should be legible Tender should not contain erasures and corrections and if any they should bear the dated initials of the Tenderer.
The Tenderer must sign each page of the tender.
6. No additions or alternations are permitted in the tender papers. If tenderer does so the same shall not be considered and such tender is liable to be rejected.
7. Any tenderer not fulfilling all the conditions is likely to be rejected.
8. No refund of the cost of tender is claimable for tenders not accepted or for tenders not submitted.

EARNEST MONEY AND SECURITY DEPOSIT

- 11 If the Contractor withdraws his offer/tender, or modified his offer/tender, before acceptance of the tender, his entire earnest money will be forfeited by the authority.
12. The contractor shall have to deposit the required earnest money at the time of tender.
13. The contractor, whose tender is accepted will be required to furnish the amount by way of security deposit for the due fulfillment of the contract, as follows:
 - a. Rate of Performance security will be 5% of the tender amount. The EMD of the successful bidder shall be converted & adjusted into Performance security.
 - b. Performance Security may be accepted in Form of FDR of Nationalised Banks / Scheduled Bank / Post office issued for minimum period of DLP+03 months, pledged in favour of '**State Secretary, Bharat Scout and Guide, Uttar Pradesh**'.
 - c. In addition to Performance Security, Security from running bills shall be deducted in cash from the running bills @5% of the Work done, which shall be refunded after DLP + 03 months.
 - d. If Contractor in any stage of work deposit the FDR in place of Cash security deducted from running bills, the cash security may be refunded provided that the FDR should be issued from any Nationalized / Scheduled Banks / Post office for DLP + 03 months period with duly pledged in favour of **State Secretary, BSGUP**.

ADDITIONAL PERFORMANCE SECURITY

14. As per Guidelines issued from UP Government, the successful bidder has to deposit additional Performance Security, if the rate quoted by him/her is below than 10% from the justified amount (on the date of tendering). Rate should be @0.5% per percent for upto 10% below rate & 1% on rate quoted beyond 10% below rate on tender document. This additional performance Security should be transferred in DA A/c through NEFT / RTGS. Released after Successful completion of Work or Final Bill Payment
15. whichever is later. The earnest money deposited by the unsuccessful Tender shall be returned within thirty days from the date of acceptance of the tender or within 30 days of receiving the request from tenderer whichever is later.
16. After the acceptance of the tender, the earnest money of the successful Contractors shall be converted into the security deposit.
17. The security deposited shall be refunded to the contractor after expiry of DLP + 03 Months from the actual date of completion or payment date of final bill whichever is later of work in full only if no imperfections become apparent in the work during defect locality period.
18. The description of the work as follows: As per BOQ attached.
Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above-mentioned officer. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & plants, water, electricity, access facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
19. The competent authority on behalf of State Secretary, BSGUP'S does not bind himself to accept the lowest or any other tender, and reserves to him the authority to reject any or all of the tenders received without the assignment of any reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected. The public enterprises that avails benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
20. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
21. The competent authority on behalf of State Secretary, BSGUP'S reserves to himself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
22. The tender for the work shall remain open for acceptance for a period of Ninety (90) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the BSGUP, then the Govt. shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid.
23. The Notice Inviting Tender shall form a part of the contract document. The successful Tenderer / Contractor, on acceptance of his tender by the Accepting Authority, shall within 15 days from the stipulated date of start of the work sign the contract consisting of: -
The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

IMPORTANT SCC CONDITIONS

This SCC is issued over and above the General Tender Conditions, which is an important part of the tender document.

Other than the General Conditions of Contract, Bidder should read that ;

- (i) Similar Work means any RCC Framed Building (Stilt + Four Story) with complete work of Internal & External Electrical, Plumbing, Fire Fighting, acoustic, led lighting.
- (ii) Bidder should have an Experience of Construction of buildings in last 05 years from tender published date. (Work should include all i.e., Civil, electrical, plumbing, Firefighting work.
- (iii) Bidder should well versed with Knowledge of IGBC Compliances, and all Compliances should be followed on site including all documentation, site cleaning, labour hutment, material purchase bills, material storage conditions, and all compliances norms. For more details, Bidder should visit IGBC website and read all terms and conditions, before apply in tender bid.
- (iv) Non Compliances of any activity as mentioned above will attract penalty as decided by STATE SECRETARY, Bharat Scout and Guide, Uttar Pradesh.
- (v) Bidder should follow all List of Approved Makes as specified along with SCC / Tender Document and get it approved from EIC, Architect before proceeding further.
- (vi) Bidder should be responsible to take all prior NOC from all concerned BSGUP like Fire, Forest, PWD (if required), Pollution before commencement of constructions. However, any official fees for NOC / Permission related will be paid by client. All NOC to be taken in the name of Client only.
- (vii) Bidder should submit the Pert Chart to complete the Project within 10 months time before commencement of work. Progress of the same will be checked as per Pert Chart submitted. Failure of any activity will attract penalty of 1% of Bond Amount subject to maximum of 10% of total penalty other than penalty of IGBC or quality related penalty. Relaxation of Max 01 week will be provided in each activity subject to approval of State Secretary, BSGUP.
- (viii) Bidder should set up 01 office on site, one for their own company and BSGUP with proper furniture, electricity, toilet, Airconditioning system.
- (ix) Defect Liability of 03 years from the Handover date of the Project.
- (x) All Warranty to be handed over to Client through OEM after completion of Work
- (xi) No Price Escalation will be applicable.
- (xii) Bidder should ensure that building is well equipped according to Fire Fighting norms, and has to obtain NOC from CFO or from approval authority of fire BSGUP before start of execution (Provisional NOC) and also before handing over the building to client (Completion NOC).
- (xiii) RWH provisions should be made and executed as per norms.
- (xiv) Any direction given by NGT or any Honourable Court during execution of project shall be obligatory.

Signature of Client

Signature of Bidder

REGARDING MATERIALS

24. All the materials for the works shall be arranged by the contractor at his own cost.
25. All the material collected by the contractor during execution of work or otherwise shall be properly stacked & arranged as directed by the Engineer-in-charge.
26. Contractor shall have to make their own arrangement for water & electricity at the site of work. The water should be fit for drinking in case the authority supplies the water, the Contractor shall have to pay charges at rate fixed by Authority.
- 29 BSGUP. shall give necessary recommendation letter to the concerned authority for giving water and power connection to the contractor. However any delay in getting water or power connection shall not entitle the contractor for any compensation or extension in completion period.
30. The stone ballast & grit will be blue textured and free of soft pieces the gauge of the ballast shall be as per detailed latest specifications of CPWO/PWD including all correction Slips till date.
31. The Contractors is to stack the metal at the road beams first according to the size of complete with stack number as decided by the E / I and no metal shall be stacked on road embankment. The metal shall be allowed to spread for consolidation only after recording of measurements and taken into road metal account register.
32. A deduction @ 7.5% shall be made from stack measurements of stone metal to arrive at net quantity for the purpose of payment.
33. Cement and steel shall have to be arranged by the contractor only from the approved manufacture / re-rollers whole ISI license only cement and steel should be ISI marked and to the entire satisfaction of the E / I. Test certificate for steel will have to submit by the contractor at the time when steel will be supplied at site.
34. With each lot of material arranged by the Contractor for construction work he shall produce proper receipt of purchase from the manufacturer/re-roller.
35. The Contractor has to arrange the test certificates of each lot from an approved test laboratory. Engineer-in-charge, BSGUP shall have the right to take sample for testing as per CPWD / ISI norms or as decided by the Engineer in charge and get it tested. The contractor shall bear all charges of sampling, carriage and testing etc.
36. The cement shall be stored at site of work as per requirement and shall be kept under double lock & key system by the Contractor at his own cost.
37. The Contractor in a register at site shall keep complete accounting of material purchased and consumed. All register at site shall have machine numbered pages.
38. The contractor shall provide at his own cost proper storage facility for the materials brought by him to prevent any loss, damage or deterioration of the same.
39. The contractor shall confine his equipment storage of materials operation of his works & people to the limits as directed by the E / I and shall not unnecessary spread over the remises with his materials and hutment.
40. The contractor shall make arrangement for watch and ward of the material at his own cost.
41. All the materials and workmanship shall be as per specifications described in the contract and in cases not covered in the contract these shall be in accordance with the E/I instructions and shall be subjected from time to time to the tests as the E / I may direct at places of manufacture at the work site or in the BSGUP Laboratory or recognized Laboratory of the city the contractor.
Shall provide conveyances labour and material required for examining, measuring and testing of the work and a quality of materials, used contractor shall supply sample of the materials get them approved before using in the work. The cost of such conveyance, labour and materials, provided for testing purpose, testing charges and for examining the work and for proper completion of the same shall be borne by the contractor and no extra payment shall be made for the same.
The contractor shall arrange at his own cost to make available all materials etc. for carrying out the tests and pay for the tests at rates fixed by the Authority.
42. Samples makes of materials / equipments (electrical) and item of work shall have to be got approved by the contractor from E/I before execution.

43. The contractor shall ensure to consume the materials within its expiry date. The material if consumed after the expiry date the affected work will have to be dismantled and the recovery shall be made by the Authority at the rate of double the cost of work in which such material consumed.

LABOUR REGULATIONS

44. The contractor will have to follow all existing rules and regulations of the Govt. and labour BSGUP regarding the labour employed by him without entitling him for any extra claim on this account.
45. The contractor shall be responsible for the damages done to any property or injury to any person whatsoever caused by him or anybody in his employment or caused in consequence of his work. He will indemnify and keep the Govt. indemnified against claims demands proceedings charges. Cost charges and expenses whatsoever in respect of or in relation to any such injuries or damages. The contractor shall take necessary precautions for the safety of his employees' n the work and shall comply with all applicable provision of safety laws and building codes. Prevent accident or injuries to persons on the work.

EXECUTION OF WORK

46. All drawings and designs will be supplied according to the necessity of the particular work and the contractor will not have any claim for compensation in case of late supply of necessary design drawings.
47. For carrying out the work the contractor shall be provided with one set of working drawing. Additional copies if required will be supplied to him on payment of additional charges as decided by Engineer-in-charge.
48. The contractor shall be wholly responsible for setting out the works and for the corrections of the positions levels dimensions & alignment according to the plan/drawing including all necessary instruments pegs poles, pillars etc. and other material required for the purpose to the satisfaction of E/I.
49. The work shall be executed as per program drawn by contractor and approved by the E/I. If part of the site is not available due to any reason the program of the contractor shall be modified to suit the available site and the contractor shall have no claim for any extra compensation on this account. If the contractor does not give the programmed for execution of work at the time of signing of agreement, the E/I will give his own programmer. and PERT CHART which will be binding on contractor and shall become part of the agreement.
The contractor will be required to give his fortnightly progress E/I per said PERT CHART. The progress on PERT/ BAR CHART shall be attached to the bills submitted by the contractor duly signed by him on monthly basis which will be verified by E/I. The contractor will be required to furnish weekly category wise labour report also.
50. If the Engineer-in-charge, BSGUP. shall find that the work progress is slow and feels that the work will not be completed in the time specified, then the Engineer-in-charge, Bharat Scout and Guide, Uttar Pradesh, shall order the contractor to work day and nights, and/ or on holidays and the contractor shall obey these orders without objection or request for compensation. No compensation whatsoever shall be paid on this account.
51. In the event of working at night, the contractor shall provide sufficient lighting, safety arrangements for working staff to the satisfaction of the Engineer-in-charge, Bharat Scout and Guide, Uttar Pradesh. Any order or approval issued under this clause by the Engineer-in charge, Bharat Scout and Guide, Uttar Pradesh, shall not relieve the contractor from or diminish his obligation under the contract.

CONTRACTORS SUPERVISORY STAFF

52. Within fifteen days of the registration of the contract bound the contractor shall have to notify in writing the names of his two authorized Representatives. One of them will always be available at the site of work to receive technical order & the other for instruction for issue of materials and other

miscellaneous works. The contractor shall be fully responsible for the order received by his representative or the materials received by his representatives.

53. The contractor shall provide sufficient supervision to the work using the skill & attention. He shall deploy following experienced engineer on the work throughout its currency.

All Man Power as per Details asked in SCC Tender Conditions.

The Engineer deployed by contractor shall be got approved in writing from the Engineer in charge (whose approval at any time can be withdrawn) for supervision of the work and to receive directions & instructions of the work from E/I. on behalf of contractor. The supervisory staff of the contractor shall not be changed without obtaining the approval of E/I. In The event of non presence of these Engineers. Authority will deduct @ Rs. 10,000.00 PM per graduate Engineer & @ Rs. 6,000.00 PM per Diploma Engineer which will be non refundable. The decision of Executive Engineer in regards to presence and or absence of such engineer from the work shall be final & binding upon the contractor. The contractor will have to remove any person employed on the work if ordered by the Ell for any reason.

54. Contractor to provide T&P as asked in tender document

This is to be read in continuation with above Special Conditions of Contract

Personnel:

List of personnel required (for works estimated to cost more than Rs 05 crore)

| S. No | Position required | Educational Qualifications | Experience On similar work years/ Nos. | Mandated by the single bidder | Total personnel Required |
|-------|---|---|--|-------------------------------|--------------------------|
| 1. | Project Manager | Graduate / Post Graduate in Engineering + Desirable Project Management Qualifications | 10 years | YES | 01 |
| 1. | Subject Matter Specialist* | Graduate in Engineering | 5 years | YES | 01 |
| 2. | Materials/ Quality Investigation Engineer | Graduate in Engineering | 5 years | YES | 02 |
| 3. | Quantity surveyor cum safety Engineer | Diploma in Engg. + safety at construction site course | 5 Years | YES | 02 |

| | | | | | |
|----|-----------------------|---|---------|-----|----|
| 4. | Horticulturist Expert | Diploma in Horticulture or Graduate in Horticulture or Expert in Horticulture | 5 Years | YES | 01 |
| 5. | Electrical Engineer | Graduate / Diploma in Engineering (Electrical) | 5 years | YES | 01 |
| 6. | Others as required | To be specified by the Procuring Entity as per requirement of the Works. | | YES | |

Bidder need to submit the Curriculum Vitae for all the Above mentioned Personnel's in the Bid Submission document, which is mandatory

- Project Manager:** Overall project coordination and monitoring to ensure completion in time and given cost. He be Contractor's authorised representative at the Site. He will be a Civil/ Mechanical or Electrical / Electron Engineer.
- Subject Matter Specialist:** to be a project specialist on designs, i.e. structural engineer for buildings/ bridg Mechanical Engineer for Industrial projects and Electrical or Power transmission Engineer for Power sector projec Civil or Mechanical Engineer for water supply and sewerage projects, Irrigation Engineer for dams and canals etc
- Materials/ Quality Investigation Engineer:** Civil Engineer good at materials and all kinds of subsoil/ geo te investigations. Sampling, testing, compliance to Quality Assurance Plan, surveys, investigations, Compliance specifications, drawings and designs.
- Quantity Surveyor cum safety Engineer:** Estimating, billing, variations, safety at site operations, etc.
- Others:** Other as required as per subject matter of the Works

8. Machinery & Equipment:

(a) Suggestive List of Equipment required in the field laboratory.

| S. No | Equipment | Nos, |
|---|--|-------|
| For Building Construction Projects | | |
| 1. | IS sieves with lid/pan: Size in mm: 100, 90, 80, 63, 53, 45, 37.5, 26.5, 19,13.2,11.2,9.5,4.75,2.8,5.6,3.35,2.36, 600, 500, 425,355, 250, 212, 180, 150, 90, 75, 63,53,45,and 38 micron, | 1 set |
| 2. | Cube moulds 70 mm for mortar | 6 |
| 3. | Cube moulds for CC 150 mm | 6 |
| 4. | Compression testing machine 200t | 1 |
| 5. | Electronic/digital balance 1 kg with least count of 0.01 g | 1 |
| 6. | Electronic / digital balance 5 kg | 1 |
| 7. | Pan balance with weight box 5 kg. | 1 |
| 8. | ENAMELED tray | 6 |
| 9. | Oven (300°C) thermostatically controlled, sensitivity 1°C | 1 |
| 10. | Slump cone | 1 |

| | | |
|-----|---|----------------------|
| 11. | First Aid Box | 1 |
| 12. | Vicat Apparatus | 1 |
| 13. | Cooler etc for Temperature control | 1 or 2 |
| 14. | Atterberg Limit Apparatus | 1 |
| | For Development Construction Projects: | |
| 1. | Additional -IS sieves with lid/pan: Size in mm: 125, 106, 75, 50, 40, 31.5, 25, 22.4, 20, 16, 12.5, 10, 8.6, 8, 6.7, 6.3, 4.75, 2.8, 5.6, 125, and 38 micron, | 1set |
| 2. | Balance 20 kg with 1 gm accuracy | 1 |
| 3. | Proving ring 10kg, 50kg, 100kg capacity | 1 each |
| 4. | Dial Gauge 25 mm, 50 mm travel (sensitivity 0.01 mm /division) | 6 each |
| 5. | Water bath (Electrically operated and thermostatically controlled) , water still (capacity 4 lit/hour) | 1 each |
| 6. | Thermometers:-Metallic type (Mercury in steel) with 300mm stem for near and distant readings. Glass type (mercury in glass) range of 110oC to 250oC | 4 |
| 7. | Glassware: Flasks, beakers, Graduated cylinders, spatulas, wire gauges, scoops, steel scales, measuring tapes (30m, 15m, 5m), filter paper, glass marking pencils, heat resistant hand gloves, vernier calipers etc. Table lamp | 4 |
| 8. | Steel tapes 5m | 6 |
| 9. | All relevant BIS, IRC or AASTHO codes, | 1 copy each for ref. |
| 10. | Computer, printer , modem and internet | 1 set |
| 11. | Others if required: | |

Taking Over

The taking over certificate of the work shall not be issued by the Engineer-in-charge in the event of the Contractors failures to furnish the "As Built / Constructed" drawings (completion drawing) for the entire works, guarantees ,warranties, NOC of Concerned authorities.

Unacceptable Works

All defective works are liable to be demolished, rebuilt and defective materials replaced by the Contractor at his own cost. In the event of such works being accepted by carrying out repairs etc. as specified by the Engineer, the cost of repairs shall be borne by the Contractor.

Quality Control on Works & Materials

The Contractor shall be responsible for the quality of the Works in the entire construction works within the

contract. He shall, therefore, have his own independent and adequate setup for ensuring the same as per Standard Specifications published by State Competent Authorities / IS Standards (QA/QC).

Contractors Obligations

- a. All safety related aspects shall be responsibility of contractor.
- b. While undertaking construction of this work, the Successful Bidder shall adhere to the latest amended National Building Code of India, or other relevant IS & BS codes for all disciplines like civil structural, architectural, Mechanical, Electrical & Plumbing, statutory requirements, laws of land, the principles of good industry practices and any other norms as applicable from time to time.
- c. All DSR / CPWD / PWD specifications shall be applicable.
- d. Only Fe-500D or above and OPC - 43 Grade cement of relevant Indian standards shall be applicable for all Civil works.
- e. All Steel Reinforcement to be used of Primary manufacturer only and as per direction received from Engineer in Charge.
- f. All Cement Grade of OPC to be used of Primary Manufacturer only and as per direction received from Engineer in Charge.
- g. All Electrical Equipment's / Materials to be used for Manufacturer's having their own NABL Certified Laboratory and as approved by Engineer in Charge.
- h. Luminaire Manufacturer firm should have in house NABL accredited state of art LAB for testing of luminaire for assuring sturdiness of the luminaire. The Scope of the NABL should consists of following tests for luminaire :
 - Humidity Tests
 - Insulation Resistance test & Electric Strength
 - Leakage Current
 - Protection against Electric Shock
 - Provision for Earthing
 - Thermal Test
 - Endurance Test
 - Humidity Test
 - Test for Ingress Dust & Moisture
 - IK Test
 - CRI, CCT
 - Total Input Power
 - Total Luminous Flux
- i. Luminaire manufacturing Firm authorizing the main bidder should adhere to quality parameters as per ISO 9001 / 14001 / 45001.
- j. All required plant and machinery for execution are in scope and no extra payment shall be paid.
- k. The concrete grade as well as flooring shall be as specified in the bid document & shall follow the relevant Bureau of Indian Standard and IRC standards wherever applicable.
- l. Curing to RCC, brickwork, plaster works, scaffolding, and ladder supply at site is in scope and shall be done as per standard practices without any additional payments.
- m. Contractor should arrange its own electrical connection, water connection and no payments will be paid,
- n. Testreports for all materials to be submitted establishing their conformance to standards.

- o.** Stacking of all serviceable materials shall be done and handed-over to BSGUP. Unserviceable unusable materials to be disposed by mechanical transport including loading, unloading etc. for all leads and lifts to authorized dumping ground of Development Authority or place where EIC authorized to dump.
- p.** Removal of debris/ vegetation by manual means and its disposal for all lead and lifts shall also be done.
- q.** The electrical materials shall be supplied/installed/commissioned as per Manufacturer's having their own NABL Certified Laboratory and as approved by Engineer in Charge.
- r.** The quality assurance, quality control plans to be submitted for approval before commencement of works.
- s.** The sample pallets for materials to be submitted for approval before procuring the material.
- t.** Initial work plan shall be submitted by contractor within 15 days after issued LOA.
- u.** Earth work quantity shall be verified by Procuring Entity before execution in the presence of contractor or his representative.
- v.** Contractor shall have to make all arrangements for proper plantation and upkeep of plantation and land scape.
- w.** The concrete grade as well as flooring will be as per the relevant Bureau of Indian Standard and IRC standards. All the drawings will be submitted to the Authority and after approval will only the construction activity will start.
- x.** On completion of the work, the place will be handed over to BSGUP. However, the contractor will be responsible for maintaining the asset for 03 years of Defect Liability Period, during which period, the contractor will be liable to rectify/amend any defect, including those for civil works, mechanical/electrical works and will change all the equipment or parts there of promptly and without any additional cost.

Signature of Client

Signature of Bidder

WORK TO BE DONE AS PER SPECIFICATIONS:

55. The specifications to be followed for the execution of the works shall be:
- a) The latest MORTH/CPWD/PWD specifications for works with correction slip up to date of receipt of tender.
 - b) Relevant BIS standard for work not covered by the above.
 - c) Material bearing BIS Mark shall be given first preference for use in works. For all articles without BIS marks the quality shall be judged by the relevant BIS specifications.
56. The Bill of Quantities is to be read in-conjunction with the Form of tender drawings conditions of contract specifications as these documents are jointly explanatory and descriptive of the works included in contract. In case of contract amongst description of the items(s) specifications conditions and drawings, the following order of precedence shall be followed.
- i) Provision as per description of items(s)
 - ii) Provision in special conditions of contract.
 - iii) Provisions in specifications.
 - iv) Provision in drawings.
 - v) In absence of above the decision of Engineer-in-charge shall be final & binding.

INSPECTION OF WORK:

57. All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the E/I. and other BSGUP Officials at all times during the usual working hours all other times, if notice for the inspection of site by the E/I or any other official is given to the contractor should either himself be present to receive orders and instructions or a responsible authorized agent be present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall also provide all facilities necessary for inspection of the work by the E/I. or their official for which no payment shall be made to the contractor.
- The Engineer-in-Charge Bharat Scout and Guide, Uttar Pradesh shall have the right to Inspect the work and related documents either through their authorized officers or any agencies appointed for such purpose as and when the need is felt in order to assess the work progress, the quality of material used in the construction and satisfaction execution of the work the contractor shall carry out the instructions issued in pursuance of the above inspections.
58. A SITE ORDER BOOK shall be maintained at the site of the work in which instructions shall be given to the contractor as and when necessary. These orders shall have to be signed and complied with by the contractor or in his absence by his authorized representative or agent & in such case it will be presumed the same have been conveyed to him in time.

RATE:

59. In giving their rates the Tenderer should take into account all fluctuations of the market. As no claim shall be entertained on this account during the acceptance of the tender and currency of the contract.
60. The tendered rates shall be for all completed items of the work & shall include all quarry royalties, testing, screening, tools and plants, railway freight, carriage of materials to site, stacking & removal charges of any rejected materials and municipal taxes, octroi etc. and all other taxes in force from time to time.
61. Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the constitution (Forty Sixth Amendment) Act. 1982 if any further tax or levy is imposed by State, after the date of receipt of tenders, and the Contractors thereupon necessarily and properly pay such taxes/levies, the contractor shall be reimbursed the amount so paid provided such payment, if any, is not in the opinion of BSGUP (whose decision shall be final and binding) attributable to delay in executing of work within the control of the contractor.

i) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Government and further shall furnish such other information/ documents as the Engineer-in-charge may require.

ii) The contractor shall within a period of 30 days of imposition of any further tax or levy. Pursuant to the constitution (Forty Six-Amendment) Act 1982 gives a written notice thereof to the Engineer-in-charge may require.

iii) No escalation on any account shall be paid.

62. Rates quoted shall be considered to be **for all height unless specified** otherwise.

PAYMENT:

63. The contractor shall submit monthly running bills to the Bharat Scout and Guide, Uttar Pradesh for the work completed by him during the month. The Engineer-in-charge Bharat Scout and Guide, Uttar Pradesh shall check the bill and 75% payment shall be made for the certified amount within 15 days of submission of bill, balance amount due against this bill shall be released after the same is cleared by the Bharat Scout and Guide, Uttar Pradesh. Security deposit recovered reaches the total figure outlined in clause 1. of General condition of the contract. The certificate of the Engineer-in-charge, Bharat Scout and Guide, Uttar Pradesh regarding the sum payable against bills shall be final and conclusive.

64. Any claim, during the period of contract will be submitted in writing within the currency of the contract bond failing which the claim shall not be entertained.

65. The contractor shall sign "No claim certificate" on running bills and in case of any claims or extra item he must mention the item and rate and Quantity. Specifically otherwise no claim shall be entertained later on. Payment of claim shall only be made as within decided by the competent authority in Bharat Scout and Guide, Uttar Pradesh.

66. Trade Tax/GST with surcharge shall be deducted on the gross amount of the work done for all the payments made to the contractor according to the provision of U.P. Trade Tax Act / GST modified from time to time.

67. The Contractor shall submit a certificate along with each bill that full labour payment has been made by the contractor till the end of the preceding month.

68. The provision of an item in the bill of quantities will not entitle payment for the same in case forms part of any other item as per specifications, Special conditions of contract through the same may have not been specifically described in the description of the item(s).

69. The Contractor shall have to sign affidavit at the time of final bill.

SECURED ADVANCE/MOBILIZATION ADVANCE:

70. Up to 15% of total cost advance can be given against bank guarantee.

CO-OPERATION WITH OTHER AGENCIES

71. The contractor shall not put hindrance to any person or to other Contractors authorized by the BSGUP to carry out works of any nature entrusted to them. The Contractor shall have to allow the other party to work and adjust his work accordingly and no claim shall be entertained on this account. In case of any dispute the decision of the E / I shall be final and binding upon all the parties concerned.

72. The contractor shall do his work in such a way that the work of other contractor is not hampered.

MISCELLANEOUS

73. The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site of work etc. as Government's property and such materials shall be disposed of to the instructions in writing issued by the Engineer-in-charge.

74. The normal working hours shall be from 8.30 A.M. to 5.30 P.M. and no work shall be carried out on Sunday and on gazetted holidays without specific permission of the E/I. No claim whatsoever shall be entertained on this account.

75. The contractor shall at all times keep the premises free from accumulated waste material or rubbish caused by his employees / workers on the work and on completion of the work he shall clear away whole site of such material and fill up the borrow pits made by him. He will leave whole of the site and works clear in a workmanlike manner. Nothing extra shall be paid to the contractor for this clearing up. The contractor shall maintain and keep the area in agreed sanitary condition which is

used by men engaged in the work by him He shall remove and clear all structures etc, which may have been set up by the Contractor for accommodating his labour on the completion of the work to the satisfaction of the Engineer-in-charge of BSGUP, Lucknow.

76. In case of any dispute the decision at State Secretary, Bharat Scout and Guide, Uttar Pradesh shall be final & binding on the contractor.
77. No claim for the interest will be entertained by the Bharat Scout and Guide, Uttar Pradesh in respect of the deposits mentioned in the contract or in respect of any money or balance which may be in their hands owing to any disputes between the BSGUP. and. the contractor or in respect of any delay on the part of Bharat Scout and Guide, Uttar Pradesh.
78. The contractor shall have to make arrangements at his own cost for temporary accommodation for the office staff and the labourers residence at the site of work. Suitable area of land shall be earmarked to contractor to put the labour compo. Contractor shall however be responsible to hand over the site to Bharat Scout and Guide, Uttar Pradesh duly cleared from all encumbrance immediately after completion of work failing which completion certificate or final billing of the contract shall not be issued to the contractor.
79. Any Duty / revenue stamp paid or any charges levied by Government / Honble Court or any BSGUP will be paid as per rule / order.
80. Provision of NGT Act 2010 and Directions issued time to time by Green Tribunal will be binding to the



STATE SECRETARY
BHARAT SCOUT AND GUIDE, UTTAR PRADESH,

Bharat Scout and Guide, Uttar Pradesh

GENERAL CONDITIONS OF CONTRACT

- 1) The 'Contract' means the document forming the bid and acceptance thereof and the formal agreement executed between the STATE SECRETARY Bharat Scout and Guide, Uttar Pradesh or officer appointed by him/her and the Contractor together with the documents referred to therein including these condition, the specifications, designs, drawings and instructions issued from time to time by the Engineer- in-Charge and all these documents taken together shall be deemed to form the contract and shall be complementary to another.
- 2) In the contract, the following expressions shall unless the context otherwise requires have the meaning herewith respectively assigned to them: -
 - (a) The 'Work or Works' shall unless there be something either in the subject or context repugnant to such construction, shall be construed and taken to mean the work by or by virtue of the context to be executed whether temporary or permanent and whether original, altered substituted or additional.
 - (b) The 'Site' shall mean the land and/or the other places on, into or through which works is to be executed under the contract or any adjacent land path or street which may be allotted or used for the purpose of carrying out the contract.
 - (c) The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal personal representative of such firm or company and the permitted assign of such individual or firm or company.
 - (d) The 'State Secretary' shall mean the State Secretary, Bharat Scout and Guide, Uttar Pradesh, his successors or assignees.
 - (e) The 'Engineer-in-Charge' shall mean the State Headquarter Commissioner (INFRA) or the Assistant Engineer who shall supervise and in charge of the work.
 - (f) The 'Executive Engineer' shall mean the State Headquarter Commissioner (INFRA), Bharat Scout and Guide, Uttar Pradesh and in charge of the work.
 - (g) The 'Estimated Cost' shall mean the cost of the work or work as estimated on the basis of the tendered rate or rates agreed upon to between the parties to contract.
 - (h) The 'Authority' shall mean BSGUP, words imparting the singular number include the plural number and vice versa.

CLAUSE 1:

Security Deposit

The Contractor shall permit BSGUP at the time of making any payment to him for work done under the contract to deduct 10% of all money as payable on account of security deposit until such deduction as along with the sum already deposited as earnest money will amount to 10% of the estimated cost unless he is/they are exempted from payment of security deposit on individual case or has/ have deposited the security at rates mentioned above in cash or in the form of government securities or Fixed Deposit Receipt or Guarantee Bond of any scheduled bank in India. If the security is furnished in the form of Guarantee Bonds, the Contractor undertakes to renew to furnish fresh guarantee to cover the period of time extension, if any, and failure on his part to do so shall be considered as a breach of this contract and without prejudice to any other remedy provided in the conditions the Engineer-in-Charge shall have the right to withhold payment and deduct the entire security amount from any money becoming payable to the Contractor.

The amount of the security money shall, if not withheld on account of breach of contract, be refunded after Thirty months from the date of the completion of the works or after payment of the final bill, whichever later, provided that in case that payment of the final bill, is not made within **Twelve months** of the completion of the work 75% of the amount of the security money can be refunded with the prior approval of the State Secretary.

All compensation or other sum of money payable by the Contractor to Authority under the terms this contract may be deducted from or paid by sale of a sufficient part his security deposit, or from the interest arising there from or from any sums which may be due to or may become due to contractor by Authority on any account whatsoever, and the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government Securities endorsed as aforesaid any sum or sum which they may have been deducted, from or raised by sale of his security deposit or any part thereof.

CLAUSE 2:

COMPENSATION FOR DELAY

The Contractor shall complete the work in 10 months, however contractor submit the pert chart of 10 months, and however all penalty norms as per Special Conditions of Contract will prevails.

CLAUSE 3:

Action When whole of security deposit is forfeited

1. The officer accepting the contract on behalf of the Authority or the Engineer-in-Charge shall have the power without prejudice to his right against the contractor in any respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provision of this contract otherwise and whether the date of completion has or has not lapsed by notice in writing, to determine the contract in any of the following cases:
 - a) If the Contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or any work damaged by any reason whatsoever or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.
 - b) If the Contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding), he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 7 Days from the Engineer-In-Charge.
 - c) If the Contractor being individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if trust deed be executed by him for benefit of his creditors.
 - d) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or Manager or which entitle the court to make a winding up order.
 - e) If the Contractor commits breach of any of the terms and conditions of this contract other than those mentioned in Sub Clause (a) above.

- f) If the Contractor commits any facts mentioned in Clause 21 hereof.
2. When the Contractor has made himself liable for action under any of the cases aforesaid the officer accepting the contract on behalf of the Authority or the Engineer-in-Charge shall have powers to adopt any one or more of the following courses as he may deem best suited to the interest of the Authority.
- (i) To determine or rescind the contract as aforesaid (of which termination / rescission notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the security deposit of Contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Authority.
 - (ii) To employ labour paid by the BSGUP and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and price of the materials (of the amount of which cost and price the certificate under the hand of the Engineer-in-Charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner terms of his contract. The certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the Contractor provided always that action under this Sub Clause shall only be taken after giving notice in writing to the Contractor provided also that if the expenses incurred by the Authority are less than the amount, payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
 - (iii) After giving notice to the Contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be unexecuted out of his hands and to give to another contractor to complete the work. In which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Authority under this contract or on any other account whatsoever or from his security deposit or the proceeds sales thereof or a sufficient part thereof as the case may be. The contractor, whose contract is determined as above, shall not be allowed to participate in the bidding process for the balance work.
 - (iv) In the event of any one or more of the courses mentioned above being adopted by the Engineer-in-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagement or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid the Contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 4:

Contractor remains liable to pay compensation of action not taken under Clause (3) power to take possession of or require removal of or sell contractor's plant

In any case, in which any of the powers conferred upon the officer accepting the contract on behalf of the Authority or the Engineer-in-Charge by Clause (3) here of shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by Contractor for which by any clause or clauses hereof he is declared liable to pay compensation and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the power vested in him under the proceeding Clause the Engineer-in-Charge may if he so desires take possession of all or and tools, plant, materials or and stores in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for execution of the work or any part thereof paying or allowing for the same in account at the contract rates in the case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may by notice in writing to the Contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply, with any such requisition the Engineer-in-Charge may remove at Contractor's expenses or sell them by auction or private sale on the account of the Contractor and at his risk in all respects, and the certificate of the Engineer-in-Charge as to be expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Contractor.

CLAUSE 5:

Extension of Time

If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidable hindrance in its execution or any other grounds, he shall apply in writing to the officer accepting the contract on behalf of the Authority through the Engineer-in-Charge and a copy thereof is sent to the Engineer-in-Charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Assistant Engineer shall if in his opinion reasonable grounds be shown therefore recommend such extension of time if any, as may, in his opinion be necessary or proper to the State Secretary (whose decision shall be final). Provided always that if the contractor continues to perform the work beyond the date of completion or the extended date, as the case may be without obtaining approval for extension as aforesaid the right of the Authority to claim compensation under Clause 3 shall not be deemed to have been waived.

CLAUSE 6:

Final Certificate

On completion of the works, the contractor shall send a registered notice to the Engineer-in-Charge giving the date of completion and sending a copy of it to the officer accepting the contract on behalf of the Authority and shall request the Engineer-in-Charge to give him a certificate of completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared of the dirt from all wood work, doors, windows, walls, floors, or other parts of any building in, upon or about which the work is to be executed or of which he may have possession thereof he had filled upon the pits. If the Contractor shall fail to comply with the requirements of this clauses as to removal of scaffolding, surplus materials & rubbish and cleaning of dirt and filling of pits on or before the date fixed for completion of the work the Engineer-in- Charge may at the expense of the Contractor remove such scaffolding, surplus materials & the rubbish and dispose of the same as he thinks fit and clean off such dirt and fill the pits as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred and shall have claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer-in-Charge himself or through his subordinates whose measurement shall be binding and conclusive against the Contractor, provided that if subsequent to the taking of measurement by the subordinate as aforesaid the Engineer-in-Charge had reason to believe that the measurement taken by his subordinates are not correct, the Engineer-in-Charge shall have the power to cancel the measurement already taken by his subordinates and acknowledged by the contractor and to take measurement again after giving reasonable notice to the Contractor and such re-measurements shall be binding on the Contractor.

Within 15 Days of the receipt of the notice Engineer-in-Charge shall inspect the work and if there is no visible defect the face of the work, shall give the Contractor a certificate of completion after approval from STATE SECRETARY, BSGUP. If the Engineer-in-Charge finds that the work has been fully completed as per standards and quality, it shall be mentioned in the certificate so granted if on the other hand it is found that there are certain visible defects to be removed the certificate to be granted by

Engineer-in-Charge shall specifically mention the details of the visible along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects pointed out above have been removed.

CLAUSE 7:

Payment on intermediate certificate to be regarded as advance

No payment shall be made for works estimated to cost less than rupees one thousand till after the whole of the work shall have been completed and a certificate of completion given, but in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Executive Engineer whose certificate of such approval & passing of the same so payable shall be final and conclusive against the Contractor but all such intermediate payments shall be regarded as payments by way of advance against the final payments and only not as payments for work actually done and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, or it shall not be considered as an admission of the due performance of the contract or any part thereof in any way in respect of the occurring of any claim nor shall it conclude, determine or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the settlement and adjustment of the accounts or otherwise or in any way other vary or effect the contract.

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work or on the date of the certificate of completion furnished by the Engineer-in-Charge and payment shall be made within three months of the submission of such bills if the amount of the contract plus that of the additional items is up to Rs. 2 Lac and in six months if the same exceeds Rs. 2 Lac. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months or as the case may be. The Contractor shall submit a

list of the disputed items within 30 days from the disallowance thereof and if he fails to do so his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE 8:

Bill to be submitted monthly

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous months and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible, adjusted if possible before the expiry of ten days from the presentation of the bill if the Contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-Charge get the said work measured up in the presence of the Contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

CLAUSE 9:

Contractor to be given a week to file objection to the measurements recorded by the Authority

Before taking any measurement of any work as has been referred to in Clause 6, 7 and 8 hereof the Engineer-in-Charge or a subordinate deputed by him shall give reasonable notice to the Contractor. If the Contractor fails to attend at the time of measurements after such notice or fails to countersign or to record to difference within a week from the date of measurement in the manner required by the Engineer-in-Charge or by the subordinated deputed by him as the case may be shall not withstand the provision in Clause 8 be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

CLAUSE 10:

Bill to be on printed form

The Contractor shall submit all bills on the printed forms along with application at the office of the Engineer-in-Charge and the charges in the bills shall always be entered at the rates specified in the bid or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the bid at the rates thereafter provided for such work.

CLAUSE 11:

Work to be executed in accordance with specifications, drawings, orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also confirm exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, and to which the Contractor shall be entitled to have access to such office for the purpose of inspecting during office hours, and the Contractor shall be furnished free of charge one copy, or the specifications and of all such designs, drawings and instructions as per BSGUP.

CLAUSE 12:

Alterations in specifications and designs do not invalidate contract

The STATE SECRETARY, BSGUP shall have power to make any alteration in, omission from, additions to or substitutions for the original specifications drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the Contractor shall carry out the work in accordance with any instructions which may be given to him in writing & signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects in which he agreed to do the main work.

Extension of time in consequence of alteration

The time of the completion of the work shall be extended in the proportion the altered, additional or substituted work bear to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion over and above

this, a further period to the extent of 25% of the time so extended may be allowed to the Contractor. The rate for such additional, altered or substituted work under this Clause shall be worked out in accordance with the following provisions in their respective order.

- a) If the rates for the additional, altered or substituted work are not specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- b) If the altered, additional or substituted work includes any work for which no rates are specified in the contract for the work nor can be derived from the similar class of work in the contract, then such work shall be carried out at the rates entered in the PWD/CPWD/MORTH SCHEDULES of rates excluding the cost of cement and steel -minus/plus percentage which the total tendered amount bears to the. Estimated cost of the entire work out to tender.
- c) If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in such clauses (i) to (ii) above then the rates for such work shall be worked out on the basis of the Schedule of rates of the PWD/CPWD /MORTH schedules above minus / plus the percentage with the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates the rate for such part or parts will be determined by the officer accepting the contract on behalf of GDA. Engineer-in-charge on the basis of the prevailing market rates when the work was done.
- d) If the rates for the altered, additional or substituted work cannot determine the manner specified in such Clauses (a) to (c) above then the rates for such work shall be worked out on the basis of the prevailing market rates when the work was done.
- e) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (a) to (d) above the Contractor shall within 7 days of the date of receipt of the order to carry out the work inform the officer accepting the contract on behalf of the Authority of the rate which it is his intention to charge for such class of work supported by analysis of rates or rates claimed and the Authority shall determine the rate or rates on the basis of the prevailing market rates and pay the contractor accordingly. However, the officer accepting the contract on behalf of the Authority by the notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable but under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

The rates sub clause (a), (b), (c) and (d) shall be worked out by the officer accepting the contract on behalf of the Authority.

CLAUSE 13:

No compensation or alteration in or restriction work to be carried out

If at any time after the commencement of the work the Authority for reason whatsoever not require the whole work or part work thereof as specified in the bid to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration have been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated nor shall he have any claim to compensation by reason of his having purchased or procured materials with a view to execution of the work or the performance of the contract but the Engineer-in-Charge shall have the option either to take over the materials at site, of approved quantity and not in excess of the requirements of the work and to pay to Contractor the actual cost thereof the amount of which cost a certificate by the Engineer-in-Charge shall be binding on the Contractor in the event of this option not being exercised the Contractor may submit to the Engineer-in-Charge within one month of the date of the order closing down the work a detailed statement of the loss that the estimates he will sustain by removing, selling or otherwise disposing of the materials. The estimate will be forwarded to the State Secretary who will decide what sum if any should as matter of grace be paid to the Contractor to compensate him for the loss suffered by him and the decision of State Secretary shall be final and binding on the Contractor.

CLAUSE 14:

Action & Compensation payable in case of Bad / Substandard work

If it shall appear to the Engineer-in-Charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of quantity inferior to that Contractor shall on demand in writing from the Engineer- in-Charge specifying the work, material or articles complained/of notwithstanding that same may have been inadvertently passed, certified and paid for forthwith rectify or removed and reconstruct the work so specified in whole or in part, as the case may require or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid then the Contractor shall be liable to pay compensation at the rate of one per cent

on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue, and in the case of such failure the Engineer-in-Charge may rectify or remove and re-execute the work or remove any replace with others the materials or articles complained of as the case may be at the risk and expenses in all respects of the Contractor.

CLAUSE 15:

Acceptance of sub-standard work and causing technical examination of work

The Authority shall have the right to accept at reduced rate, sub-standard or defective work and to cause an audit and technical examination of the works and the running & final bills of the Contractor including all supporting vouchers, abstracts etc. to be made before or after the payment of the final bills and if as a result of such acceptance of substandard or defective work, audit and technical examination, any sum is found to have been over paid in respect of any work done by the Contractor under the contract or any work claimed to have been done by him under the contract, but found not to have been actually executed the contractor shall be liable to refund the amount of the over payment and that shall be lawful for the Authority to recover the same from him in the manner prescribed in clause 1 above or in any other manner legally permissible, and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him, the amount of such under payment may be duly paid by the Authority to the Contractor.

Provided that the sub standard or defective work accepted is not considered to be seriously defective by the Engineer-in-Charge and the rate of the work so accepted is suitably reduced by him to compensate the Authority and such reduction is binding on the Contractor.

CLAUSE 16:

Work to be opened to inspection and Contractor or responsible agent to be present All works under or in the course of execution or executed in pursuance of the contract shall at all times be open to the inspections and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all times during the usual working hours and at all other time at, which reasonable notice of intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the Contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Order given to the Contractor's such agent shall be considered to have same force as if they had been given to the Contractor himself.

CLAUSE 17:

Notice to be given before work is covered up

The Contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of the measurement any work that the same may be measured any correct dimension thereof be taken before the same is so covered up or placed beyond the reach measurement and work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the material with which the same was executed.

CLAUSE 18:

Contractor liable to damage done & imperfections for 36 months after certificate

If the Contractor or his work people or servants shall break, deface or destroy any part of a building on or in which they may be working or any building road, fence enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed or if any damage shall happen to the work while in progress from any cause whatsoever, or any defect shrinkage or other faults appear in it within **Thirty Six months** after a certificate final or otherwise of its completion shall have been given by the STATE SECRETARY / Engineer-in-Charge as aforesaid the Contractor shall make the same good at his own

expense or in default the Engineer-in-Charge may cause the same to be made good by other workman and deduct the expense [of which the certificate of the Engineer-in-Charge shall be final from any same that may than or at any time thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof a sufficient portion thereof or any other manner legally permissible.

CLAUSE 19:

Contractor to supply plant, ladders, scaffolding etc.

The Contractor shall supply at his own cost all materials such as plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works repulsion for the proper execution of the work, whether original, altered substituted and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage, therefore, to and from the work. The Contractor shall also supply without charge the requisite under of persons with the means and materials also necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

Damage arising from Non Provision of Light, Fencing etc.

The Contractor shall also provide all necessary fencing, lights required to protect arising from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law what may be brought by any person for injury sustained owing to neglect of the above precautions, and to any such person, or which may with consent of the Contractor be paid to compromise any claim by any such person. If any equipment is issued BSGUPally rent will be recovered from the contractor's bill at current rates fixed by the STATE SECRETARY, BSGUP. The terms of such issue shall be ascertained by the Contractor from the Engineer-in-Charge in writing in advance.

CLAUSE 20:

Work not to be sublet, contract may be rescind & security deposit forfeited for subletting, bribing or if Contractor becomes insolvent

The contract shall not be assigned or subject without the written approval of the officer accepting the contract on behalf of the Authority and if the Contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to do, or if bribe, gratuity, gift, loan perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public office or person in the employment of Authority in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the officer accepting the contract on behalf of the Authority may thereupon by notice in writing rescind the contract and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Authority and the same consequence shall ensue as if the contract had been rescind under Clause 3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work thereto or actually performed under the contract.

CLAUSE 21:

The Contractor shall not for the execution of the work employ labour under 18 years of age and, within the limits of any cantonment, any female labourer for every breach of this clause the Contractor shall be liable to pay by way of liquidated damages such sum to decided by the Engineer-in-Charge may fix and the Engineer-in-Charge may recover such sum by deduction from and sums which may be due or may at any time thereafter become due to the Contractor.

CLAUSE 22:

- (a) The Contractor shall pay to his labourers a fair wage and supply every labourer employed by him with a wage card on which the rate of wages, the attendance and payments will be entered.
- (b) The Contractor, before he commences work, shall paste in a conspicuous place of the work a notice giving the rates of wages, which shall not be less than the minimum wages and where no minimum wage are applicable, wages will be such as may be certified as fair wages by the Engineer-in-Charge and shall send a copy of the notice to the Engineer-in-Charge.

CLAUSE 23:

The Contractor shall be bound by all statutory provisions with regard to the period for which wages shall be paid and deduction from wages.

CLAUSE 24:

The Contractor shall comply with all labour laws as applicable at the site of the work.

CLAUSE 25:

In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this agreement the Contractor shall comply with or cause to be complied with all the directions issued by Authority from time to time for the protection of health and sanitary arrangements for workers employed by the BSGUP and its Contractor.

CLAUSE 26:

Maternity benefit rules for female workers employed by Contractors

Leave and pay during leave of all labour employed by the Contractor shall be regulated as follows.

(I) Leave

As per Current Labour Law

(II) Pay

As per Current Labour Law

In the event of the Contractor committing a default or breach of any of the provisions of Authority's direction to Contractor for the protection of health and sanitary arrangements for the workers or furnishing any information or submitting or filling any statement under the provisions of the above directions which is materially incorrect, the Contractor shall without prejudice to any other liability pay to Authority a sum not exceeding Rs. 50/- for every default or breach and in the event of the Contractor defaulting continuously in this respect the penalty may be enhanced to Rs. 50/- per day for each day of default subject to a maximum of 5% of the tendered cost of the work. The decisions of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the Contractor is not properly observing and complying with the said directions for the protection of health and sanitary arrangement for work people employed by the Contractor (herein referred as the said direction) the Engineer-in-Charge shall have power to give notice in writing to the contractor requiring that the said directions be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the Contractor fails, within the period specified in the notice, to comply as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities therein before mentioned at the cost of the Contractor. The Contractor shall erect, make and maintain at his expense and according to approved standards all necessary huts and sanitary arrangements required for his work people on the site in connection with the execution of the work and if the same do not have been erected or constructed according to the approved standards the Engineer-in-Charge shall have power to give notice in writing to the Contractor (requiring that the said huts and sanitary arrangements be remodeled and or reconstructed according to the approved standards and if the Contractor fails to remodel or reconstruct such huts and sanitary arrangements according to the approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to the approved standards at the cost of the Contractor.

CLAUSE 27:

The Contractor shall, at his own cost, provide his labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of the proposed land to be approved by the Engineer-in-Charge.

1.

- a) The minimum height of each hut at the eye level shall be 7 feet and floor areas to be provided will be at the rate of the 30 sq.ft. for each member of the workers' family staying with the labour.
- b) The Contractor shall, in addition, construct suitably cooking place having a minimum area 6'x5' adjacent to the hut for the family.
- c) The Contractor shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not

less than four per each one hundred of the total strength separate latrines and urinals being provided for woman.

- d) The Contractor shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and washing shall be suitably screened.

2.

- a) All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials, as may be approved by the Engineer-in-Charge. In case of sun dried bricks the wall should be plastered with mud gobri on both sides. The floor may be kachcha but plastered with mud gobri and shall be at least 6 ft. above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-charge and the Contractor shall ensure that through the period of their occupation the roofs remain watertight.
- b) The Contractor shall provide each hut with proper ventilation.
- c) All doors, windows and ventilators shall be provided with suitable leaves for security purposes.
- d) There shall be kept an open space of at least 8 yards between the rows of huts which may be reduced to 20 ft. according to the availability of size with the approval of the Engineer-in-Charge, back to back construction of huts will be allowed.

3. Water Supply

The Contractor shall provide adequate supply of water for the use of labourers. The provisions shall not less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head for bathing and washing purposes. Where pipe water supply is available, the supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry shall be provided. The Contractor shall also at his own cost, make arrangements for laying pipe lines for water supply to his labour camp from the existing main where available and shall pay all fees and charge thereof.

4. Site

The site selected for the camp shall be high ground.

5. Disposal excreta

The Contractor shall make necessary arrangement for the disposal of excreta from the latrines by trenching or incineration, which shall be according to the requirements laid down by the Local Health Authority. If trenching or incineration is not allowed, the Contractor shall make arrangements for the removal of excreta through the Municipal Committee/Authority and inform about the number of labourers employed so that the arrangement are taken care of by the Committee/Authority for the removal of the excreta. All charges on this account shall be borne by the Contractor and paid directly by him to Municipal Authority. The Contractor shall provide one sweeper for every eight seats in case of dry system.

6. Drainage

The Contractor shall provide efficient arrangements for drainage away sludge water so as to keep the camp neat and tidy.

7. Light

The Contractor shall make necessary arrangements keeping the camp area sufficiently lighted to avoid any accident to the workers.

8. Sanitation

The Contractor shall make arrangement for conservancy and sanitation in the labour camp according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 28:

Sum payable by way of compensation to be considered in reasonable compensation without reference to actual fees

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Authority without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.

CLAUSE 29:

Change in constitution of Firm

In the case of a bid by partners any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer-in-Charge for his information.

CLAUSE 30:

Works to be under direction of Engineer-in-Charge

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Engineer-in-Charge for time being who shall be entitled to direct at what point or points in what manner they are to be commenced and from time to time carried on.

CLAUSE 31:

Protest

(a) If the Contractor considers any work demanded of him to be outside the requirement of contract or considers any record or ruling of the Engineer-in-Charge or of his subordinates be unfair, he shall immediately upon such work being demanded or such record or ruling being made ask in writing for written instructions or decisions, whereupon he shall proceed without delay to perform the work or conform to the procedure or ruling and within twenty days after date of receipt of the written instructions or decision he shall file a written protest with the Engineer-in-Charge stating clearly in detail the basis of his objections. Except for such protests or objections as are made on record in the manner herein specified, and within the time limit, limit stated the recorded rulings instructions or decisions of the Engineer-in-Charge shall be final and conclusive. Instructions and/or decisions of the Engineer-in-Charge contained in letters transmitting drawings to the Contractor shall be considered as written instructions or decisions subject to protest or objection as wherein provided.

(b) If the Contractor is dissatisfied with the final decision of the Engineer-in-Charge in pursuance of Clause 32 (a), the Contractor may within twenty eight days after receiving notice of such decision give notice in writing requiring that the matter be submitted to arbitration and furnishing detailed particulars of the dispute or difference specifying clearly the point at the issue. If the Contractor fails to give such notice within the period of twenty eight days as stipulated above, the decision of the Engineer-in-Charge shall be conclusive and binding on the Contractor.

(c) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and to the quality of workmanship or materials used in the work or as to any other question, claim, right or rates for extra items sanctioned and decided or not by the competent authority under the conditions, of this contract matter or thing whatsoever in any was arising out of or relating to the contract designs, drawings, specifications, estimates, instructions or order on these conditions or otherwise concerning the work or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person or persons appointed by the STATE SECRETARY, BSGUP. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant that he had to deal with the matter to which contract relates and that in the course of his duties as Government servant, he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally or subsequently referred being incapacitated to act; the STATE SECRETARY, BSGUP shall appoint another person to act as arbitrator in accordance with the term of contract. It is also a term of this contract that no person other than a person appointed by the STATE SECRETARY, BSGUP as aforesaid shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for time being in force shall be applicable to the arbitration proceeding under this clause.

The sole arbitrators shall be appointed by the STATE SECRETARY, BSGUP.

All dispute between the parties to the contract arising out of relating to the contract shall after written notice by either party to the contract to the other party be referred to arbitration as above. Unless the parties otherwise agree such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The

value of arbitration shall be such a place or places as may be fixed by an arbitrator in his/theirs sole discretion. Any suit or application for the enforcement of this arbitration clause shall be filed in the competent court at Lucknow, no other court or any other district or Pradesh or outside Uttar Pradesh shall have any jurisdiction in the matter. The award of the arbitrator shall be final, conclusive and binding on both the parties to the contract.

CLAUSE 32:

Arbitrator

Except where otherwise provided in contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein mentioned and as to the quality of workmanship of materials used on the work or as to any other questions, claim, right, materials used or things whatsoever, in any way arising out or relating to the contract, designs, drawings, specifications, estimates, instructions, under or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the STATE CHIEF COMMISSINOER, BSGUP of the work at the time of dispute. It will be no objection to any such appointment that the arbitrator so appointed is a Government or Public servant that, he had to deal with matters to which the contract relates and that in the course of his duties as Government/Public servant he had expressed views on all or any of the matters in dispute of difference. In the event of the arbitrator to who the matter is originally referred being transferred or vacating his office or being unable to act for any such reason STATE CHIEF COMMISSINOER, BSGUP at the time such transfer, vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with reference from the stage at which it was left by his predecessors, it is also a term of his contract that no person other than a person appointed by the STATE CHIEF COMMISSINOER, BSGUP should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all.

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

Subject as aforesaid the provision of The Arbitration and Conciliation Act, 1996 or any statutory modification more enactment thereof and the rules made there under and for the time being in force be applicable to the arbitration proceeding under this clause.

CLAUSE 33:

Action where no specification is given

In the case of any class of work for which there is no specification in the contract or such work shall be carried out in accordance with the detailed BSGUP and in the event of there being no detailed specifications for the same work the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge, after getting approval from competent authority.

CLAUSE 34:

Contractor's percentage

The addition and deduction on account of the percentage referred to at page of the accepted bid, will be calculated on the gross and not the net amount of bills for work done.

CLAUSE 35:

Whether applied to net or gross amount of bills (strike out this clause of an item rate contract)

- (i) In every case in which by virtue of the provision of section 12 subsection (i) of Workmen's Compensation Act, 1923, Authority is obliged to pay compensation to a workman employed by the Contractor in the execution of the said work. Authority will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of Authority under section 2 sub section (2) of the said Act.
- (ii) Authority shall be at liberty to recover such amount or any part thereof by deducting it either from the security deposited by the Contractor to his credit under clause (i) of these conditions or from any other sum due to Authority from the Contractor whether under this contract or otherwise
- (iii) Authority shall not be bound to contest any claim made against it, under section 12 sub section (1) of the said Act except on the written request of the Contractor and upon his giving to Authority full security for all costs for which Authority might become liable in consequence of contesting the claim.

CLAUSE 36:

No bricks for use on the work shall be manufactured within the limit of a Municipal, Cantonment or Notified Area within half a mile of the site of work any bricks so manufactured may be rejected by the Engineer-in-Charge.

CLAUSE 37:

No excavation of earth for filling or for any other purpose, shall be executed within half a mile of the site of work except with the written permission of the Engineer-in-Charge or any other BSGUP concerned and then only on condition that the area in which such excavation is made shall be leveled and dressed by the Contractor at his own expense in accordance with the instructions of the Engineer-in-Charge and in such a manner as to prevent the formation of pool of stagnant water.

If the Contractor fails to comply with this condition the Engineer-in-Charge may cause the ground to be leveled and dressed by other workmen and deduct expense (of which the certificate of the Engineer-in-Charge shall be final)

CLAUSE 38:

Without prejudice to any other remedy provided, BSGUP may recover all dues hereunder agreement from the Contractor as arrears of land revenue.

CLAUSE 39:

All decisions implied by any Honourable Court or Honourable Green Tribunal will be followed in all respects.

CONTRACTOR



**OFFICER INVITING TENDER
STATE SECRETARY
BHARAT SCOUT AND GUIDE, UTTAR PRADESH**

CIVIL Works & Lift

Specifications and Quality Control

SPECIFICATION

The work shall be carried out strictly in accordance with.

- a) The latest UPPWD/ CPWD/Manufactures specifications for building works.
- b) Relevant Latest IRC standards for work not-covered under any Clause
- c) Material bearing BIS mark shall, be used in works.
- d) Non BIS material may be use only after the approval of the Engineer-in-Charge. In case BIS marked material is not available-or otherwise specified in the nomenclature of the item given in BOQ of the Tender document.
- e) Make specified in Approved Make list to be followed until unless not specified there then decision of Client will be final in this regard.

CONTRACTOR

STATE HEADQUARTER COMMISSIONER (INFRA)

ADDITIONAL CONDITIONS for LIFTS

(These Conditions would prevail over the general/special condition of contract)

- 1.0 General: -
- 1.1 This specification covers, manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, commissioning putting into operation of Lifts.
- 1.2 Location: The Lifts will be installed at BSGUP.Office, Lucknow.
- 1.3 The work shall be executed as per CPWD General Specifications for Electrical Works (Part- III, Lifts & Escalators-2003) as per relevant BIS and as per directions of Engineer-in-Charge. These additional specifications are to be read in conjunction with above and in case of variations; specifications given in these additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications and conditions, as the same are to be read along with schedule of quantities for the work.
- 1.4 The tenderer should in his own interest visit the site and get familiarizes himself with the site conditions before tendering.
- 1.5 No T&P shall be issued by the BSGUP and nothing extra shall be paid on account of this.

- 2.0 Commercial Conditions: -
- 2.1 Type of Contract: The work to be awarded by this tender shall be treated as indivisible works contract.
- 2.2 The tender will be opened by the Executive Engineer in the presence of the representatives of the tenderers who wish to be present.
- 2.3 In the tender document, there shall be no conditions whatsoever. In case any tenderer mentions any condition including conditional rebates in the Price Part, tender shall be rejected forth with. A tenderer will also not be allowed to withdraw or modify any condition at a time after the pre bid conference has been held and the decision to open the tenders has been taken by the BSGUP.
- 2.4 The BSGUP reserves the right to reject any or all the tenders and call for fresh Prices / Tenders as the case may be without assigning any reason.

- 3.0 Terms of Payment: -
- The following percentage of contract rates for the various items included in the contract shall be payable against the stage of work shown herein.
- 3.1 80 % after initial inspection and delivery at site in good condition on pro-rata basis.
- 3.2 10 % after completion of installation in all respects.
- 3.3 5 % will be paid after successful Testing, Commissioning, Trial run and Handing over to the BSGUP for beneficial use.
- 3.4 Balance 5% shall be paid after 01 year maintenance period.
- 3.5 Security Deposit: Security Deposit shall be deducted from each running bill and the final bill to the extent of 10% of the gross amount payable. However, the maximum amount of security deposit will be 10 % of the tendered value. The Earnest Money deposited shall be adjusted against this security deposit. The security deposit shall be released on the expiry of guarantee period stipulated in the contract.

- 4.0 Rates: -
- 4.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract tax & service tax), duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site including dismantling temporary constructional of storage, risks, over head charges, general liabilities/ obligations and clearance from local authorities. However, the fee for the Delhi Administration inspections shall be borne by the BSGUP.
- 4.2 The contractor has to carry out routine and preventive maintenance for a period of 12 months from the date of handing over. Nothing extra shall be paid on this account.
- 4.3 Octroi duty shall not be paid separately but octroi exemption certificate can be furnished by the BSGUP o demand. However, the BSGUP is not liable to reimburse the octroi duty in case exemption certificate are not honored by the concerned authorities.

- 5.0 Completeness of Tender: -
- 5.1 All sundry equipment, fittings, unit assemblies, accessories, hardware items. Foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

- 6.0 Storage and custody of material: -
- 6.1 The Lift machine room may be used for storage of sundry materials and erection equipments or else the agency has to make his own arrangements. No separate storage accommodation shall be provided by the BSGUP.

Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the BSGUP.

7.0 Care of the Building: -

7.1 Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

8.0 Completion of Period: -

8.1 The completion period of 6 Months indicated in the tender documents is for the entire work of planning, designing, supplying, and installation, testing, commissioning and handing over i/c dismantling of the existing lifts system of the entire system to the satisfaction of the Engineer-in-Charge.

9.0 Performance Guarantee: -

9.1 The tender shall guarantee among other things, the following

(a) Quality, strength and performance of the materials used.

(b) Safe mechanical and electrical stress on all parts under all specified conditions of operation.

(c) Satisfactory operation during the maintenance period.

9.2 The successful tenderers shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 07 days of issued of letter of intent. This guarantee shall be in the form of government securities or fixed deposit receipt or guarantee bonds of any scheduled bank or the State Bank of India in the specified format. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond. This bank guarantee shall be kept valid by the agency till the recording of completion certificate for the work by the competent authority.

10.0 Guarantee: -

10.1 All equipments shall be guaranteed for a period of 12 months, from the date of taking over the installation by the BSGUP against unsatisfactory performance and/or break down due to defective design, workmanship or material. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by the BSGUP that undue delay is being caused by the contractor in doing this, the same will be got done by the BSGUP at the risk and cost of the contractor. The decision of the Engineer-in-Charge in this regard shall be final.

11.0 Power Supply: -

11.1 Electric service connection of 415 V, 3 phases, 4 wires, 50 Hz, Ac supply shall be provided by the contractor at its own temporary electric connection and Charge.

12.0 Water Supply: -

12.1 Water supply shall be made available by the BSGUP at one point.

13.0 Extra Manual and Drawing to be furnished by the tenderers: -

13.1 With Tender: The tenderer shall furnish along with the tender, detailed technical literature, pamphlets and performance data for appraisal and evaluation of the offer.

13.2 After award of work: The successful tenderer would be required to submit the following drawings within 15 days of award of work for approval before commencement of installation

(a) All general arrangement drawing.

(b) Details of foundations for the equipment, load data, location etc. of various assembled equipment as may be needed generally by other agencies for purpose of their work. The data will include breaking load on guides, reaction on support points in machine room, lift well etc.

(c) Complete layout dimensions for every unit / group of units with dimensions required for erection purposes.

(d) Any other drawing/information not specifically mentioned above but deemed to be necessary for the job by the contractor.

14.0 The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturers for all items of equipments regarding installation, adjustments operation and maintenance including preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.

- 15.0 Extent of work: -
- 15.1 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by the BSGUP. The term complete installation shall not only mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract.
- 15.2 Minor building works necessary for installation of equipments, foundation, making of opening in walls or in floors and restoring them to their original condition / finish and necessary grouting etc. as required.
- 15.3 Maintenance (Routine & preventive) for one year from date of completion and handing over.
- 15.4 The work is turnkey project. Any item required for completion of the project but left inadvertently shall be executed within the quoted rates by the contractor.
- 16.0 Inspection, Testing and acceptance: -
- 16.1 Initial inspection by the BSGUP at works: -
The BSGUP will inspect the stores at the work of the contractor on the specific request from them the components are ready for inspection. The inspected material duly stamped and insured shall be dispatched to site by the contractor.
- 16.2 Testing: -
The contractor shall perform testing as per CPWD General Specification for Electrical Works (Part-III Lifts & Escalators)-2003.
- 16.3 Inspection during Installation and Final Inspection: -
The contractor shall arrange with BSGUP for checking and testing the installation as per CPWD General Specification for Elect. Works (Part-III Lifts & Escalators)-2003. Installation shall not be accepted until the BSGUP is satisfied its compliance with the requirement of the specification in all respect. After satisfactory compliance as above final report duly signed by the contractor and countersigned by the Engineer-in-charge shall be made before of completion as given in CPWD General Specification for Elect. Work (Part-III Lifts & Escalators)-2003. All instruments and materials required for testing shall be the responsibility of the Lift Contractor.
- 16.4 Trial Run Period: -
After the satisfactory final inspection as stated in Clause 17.1 the contractor shall demonstrate the trouble free running of the lift installation for a period of not less than 30 days before the BSGUP takes over. During this period the lifts shall be kept either automatic or manual mode by the BSGUP. After the installation has been operated without any major breakdown during 30 days period, the lift shall be deemed to have run trouble free if the No. of break down during this period are not more than four calls excluding false calls and leveling defects.
- 16.5 Date of Acceptance: -
Subject to the guarantee clause mentioned in Clause 11 date of taking over the installation after 30 days of trouble free operation as per Clause 17.4 shall be the date of acceptance. Any undue wear of components during the running in period shall be made good by the contractor free of charge.
- 17.0 Validity: -
- 17.1 Tenders shall be valid for acceptance for a period of 90 days from the date of opening of tenders.
- 18.0 Compliance with Regulation and Indian Standards: -
- 18.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular the equipment and installation will comply with the following: -
- (a) Factories Act.
 - (b) Indian Electricity Rules.
 - (c) BIS Standards as applicable.
 - (d) Workmen's compensation Act.
 - (e) Statutory norms prescribed by local bodies like CEA, NDMC etc.
- 18.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.
- 18.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and BSGUPal requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs.200.00 for each default. In

addition, the BSGUP will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

19.0 Indemnity: -

19.1 The successful tenderer shall at all times indemnify the BSGUP, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

20.0 Erection Tools: -

20.1 No tools and tackles either for unloading or for shifting the equipments for erection purposes would be made available by the BSGUP. The successful tenderer shall make his own arrangement for all these facilities.

21.0 Cooperation with other agencies: -

21.1 The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of building, if any, and exchange freely all technical information s as to make the execution of this work/contract smooth. No remuneration should be claimed from the BSGUP for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the successful tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original conditions or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself.

22.0 Mobilization Advance: -

22.1 Mobilization advance shall be paid for this work up to 15% against bank guarantee.

23.0 Insurance and Storage: -

23.1 All consignments are to be duly insured up to the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

24.0 Verification of Correctness of Equipment at Destination: -

24.1 The contractor shall have to produce all the relevant records to certify that the genuine equipments from the manufacturers has been supplied and erected.

25.0 Painting: -

25.1 This shall include cost of painting of the entire exposed iron work after completion of the installation. All equipment shall be painted at the works before dispatch to the site.

26.0 Training: -

26.1 The scope of works includes the on job technical training of two persons of BSGUP at site for handling the lifts, routine daily maintenance and rescue operations etc for a period of one week. Nothing extra shall be payable on this account.

27.0 Maintenance: -

27.1 Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of three year from the handing over of the installation.

27.2 The maintenance, routine as well as preventive, for one year from the date of taking over the installation as per manufacturer's recommendation shall be carried out and the record of the same shall have to be maintained.

28.0 Interpreting Specifications: -

28.1 In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions: -

- (a) Schedule of quantities.
- (b) Technical specifications.
- (c) Drawing (if any)
- (d) General specifications
- (e) Relevant IS or other international code in case IS code is not available.

29.0 A separate supplementary agreement shall be made with the successful tender for sub-head-II of schedule of work i/c comprehensive maintenance for 5 years (optional item) after guarantee period of one year. The payment for comprehensive maintenance shall be made quarterly after the end of each quarter. If required but not mandatory

30. Special conditions for lift

30.1 The Tenderer bears the liability of getting approval of proper commissioning and functioning of lift's and its appurtenances as per relevant I.S codes from the authentic agency as desired by the BSGUP before its handing over to authority.

30.2 Tenderers are supposed to inspect the site before tendering and do necessary accordingly as per BIS 14665 & BS codes and Indian Electricity ACT-1910 &1956.

30.3 The Vendor shall submit all relevant documents, certificates in order to comply Minimum Eligibility Criteria. These documents shall be authentic and duly certified wherever it is necessary. Copy of following documents should be submitted along with original tender

- I. Should have their own manufacturing unit in India.
- II. Should have local office cum service centre at Ghaziabad/Noida for providing prompt, post installation service.
- III. Tenderer should have valid "A" class electrical contractor license. (From any state)
- IV. Tenderer should have valid registration with income tax BSGUP, VAT and service tax BSGUP etc.
- V. Should be an ISO: 9001 Certified Company.

STATE HEADQUARTER COMMISSIONER (INFRA)

Electrical Works

Specifications and Quality Control

For Electrical Works

Additional Special Conditions Instructions and Important Notes"

1. For Electrical works, approved 'A' category certificate of electrical safety directorate shall be necessary.
2. No extra cost for claim will be admissible for adopt in those special conditions / instructions mentioned in the following paras. These conditions should be thoroughly studied and taken into account by the contractor while tendering and signing the contract agreement.
3. All work should be carried out as per latest U.P. P.W.D. /U.P.P.C.L., Authority specification laid down for external electrical work.
4. All the items, fixtures to be used on the work shall be as per drawing and BSGUP specifications as mentioned and sample shall to be got approved by the E / L Necessary drawings may be made available by the E/I.
5. The contractor must visit site and office and understand and e specifications of material of the works.
6. The Contractor shall only store such material at site which is to be used in the work. Material which are not to be used in the work or material of inferior quality shall not stored at site without the written permission of the E/I, BSGUP is not bound to provide free storage or place to the contractor. The Contractor shall have to make his own arrangement at his own cost.
7. The Contractor shall remove all the defects till the works are handed over, and he will cooperate and help him handing over the work.
8. The work shall be opened for inspection by Technical Audit Cell or any inspecting authority constituted by the BSGUP and defects pointed out by them will have to be removed by the contractor at his own cost, within given, years of finalization of the bond, In case the contractor fails to rectify those defects, actions for recovery of amount required for rectification of these defects shall however be taken by the Authority.
9. The contractor to whom is allotted may have to produce on demand by the BSGUP purchase vouchers, challan etc. from the principal manufacturer or authorised dealer for verification of correct supply of material. The contractor will have to submit on demand the satisfactory test certificate of materials used in the works which shall be issued from the principal manufacturer of dealer.
10. The Authority is not responsible for arranging any material whatsoever and the contractor will have to complete the work within specified time with specified material, Non, availability of material delay . In arrival of the consignment shall not be entertained as an excuse for extension of time for completion of work.
11. The contractor shall submit drawings of the electrification work executed by him in detail on the layout plan in four copies before submission of the final bill.
12. The contractor shall take care that while constructing the lines and substations, the Indian Electricity Rules with latest amendments are following in general and specially in respect of clearances, sag and safety etc. The sagging shall be strictly as per 158 and to the entire satisfaction of the E/I.
13. Mode of measurement of conductor' and earth wire shall be by weight and will be calculated by measuring the distances from centre to centre of the pole and computing the weight of the conductor of that size and length by using standard table adding three percent (3%) extra which shall be allowed average, sag, jointing, binding and jumpering etc.
14. The portion of the building road, sewers, water lines etc. damaged during execution of the work shall be repaired properly to original finish by the contractor at his own cost the entire satisfaction of the E/I.
15. The successful tenderer / contractor will be fully responsible for any damage/ accident, caused to their labour any damage to third party or their property or BSGUP property during execution of work.
16. In case of any dispute arising in execution o the agreement the matter will be referred to the concerning State Chief Commissioner of the BSGUP for decision which will be final binding on the contractor.
17. The contractor will be responsible to obtain and submit necessary approval of the works executed by him from the concerned Electrical Inspector to U.P. govt. and ask to get the work energized and handed over to the BSGUP. Necessary fee or charges as required will be paid by the BSGUP on production of original receipt.
18. The contractor shall not without the consent in writing of the concerned State Headquarter Commissioner (INFRA) of BSGUP sublet his contract than the raw materials.
19. The Contractor shall at all provide sufficient notice and caution board, lights and watchman etc. to protect, warn the public and grad the work at his own cost. Any damage or theft of line/ substation material shall

- be the liability of the contractor who will replace, rectify all such items at his on cost till the works executed by him are handed over. irrespective of payment has been made or not.
20. The contractor will also maintain first aid box etc. at the site of the work and also follow the relevant regulations of the labour laws.

APPENDIX 'A'

The following works awarded to M/s. have been executed satisfactory.

| S. No. | Name of work | Total value of work done Rs. In lacs | Date of start | Stipulated date of completion | Actual Date of Completion | Whether any compensation levied for delay |
|--------|--------------|--------------------------------------|---------------|-------------------------------|---------------------------|---|
| 1. | | ----- | | | | |

The performance of the firm has been found to be good and they are considered capable of executing the works of magnitude up to Rs lacs.

The financial position of the firm appears to be sound and they are capable of executing works in accordance with the specifications and with specified time schedule.

The dealings of the firm have been observed to be cordial reasonable and they are not litigious.

Dated SIGNATURE OF
Officer-in-charge of the work
Name of Officer
Official Seal.

Telephone No. (Off.)
(Res.)
Fax No. (Off.)
(Res.)

If any tenderer submits the experience certificate of ongoing work, then amount of work done against the agreement is to be mentioned clearly in the certificate.

APPENDIX 'B'

This is to certify that dealings of M/s..... Who have been dealing with us for last..... Years are satisfactory. On the basis of information available with us we assess their Liquid Assets not less than Rs lacs.

SIGNATURE
BANK MANAGER

Seal of the Bank

Date

APPENDIX 'C'

I/We S/o Partners/ Authorised Person M/s.
 applicant of for pre-
 qualification hereby declare that following person(s) is in my/our regular employment on the post and
 from the dates mentioned against them.

| Sl. No. | Name and Address | Technical Qualification | Post held Regular | Date of Employment | Details of Experience |
|---------|------------------|-------------------------|-------------------|--------------------|-----------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |

I/We understand that well experienced one Graduate and one Diploma Holder / Civil Engineering as directed by E/I will have to be deployed by us on the work throughout, in case we are entrusted with execution of the work in question.

I/We further understand that in the event for non-presence of such Engineers, the Bharat Scout and Guide, Uttar Pradesh shall deduct @ Rs. 10000 (Ten thousand) or Rs. 6000 (Six thousand) as the case may be, per month from our bills, which will not be refundable.

I/We further understand that the decision of Engineer-in-charge of work regards to presence and/or absence of our Engineer from the work shall be final and binding upon us.

SIGNATURE OF APPLICANT

SEAL
(NOTARY PUBLIC)

APPENDIX 'E'

(Details of cost of Tender & (EMD) Details)

..... **Bharat Scout and Guide, Uttar Pradesh**

Bid Document Price/Processing Fee & Earnest Money Deposit (EMD) Details

Tender Notice No:.....

| S.NO | NAME OF WORK | DEPARTMENT / ZONE | BANK ACCOUNT DETAILS FOR RTGS |
|------|--------------|-------------------|---|
| | | | Beneficiary Name -STATE SECRETARY Bharat Scout and Guide, Uttar Pradesh Account No – 10122401342, Bank – State Bank of India IFSC Code – SBIN0006144 Branch – Jawahar Bhawan |

| NAME OF FIRM | UTR NUMBER | Bid Document Price/ Processing fee & EMD Amount | | | BANK & BRANCH NAME | TRANSFER DATE (DD-MM-YYYY) |
|--------------|------------|---|---------------------|-----------------------|--------------------|-------------------------------|
| | | Bid Document Price/ Processing fee (In Rs.) | EMD Amount (In Rs.) | TOTAL AMOUNT (In Rs.) | | |
| | | (A) | (B) | COLOUM (A+B) | | |
| | | | | | | |

Signature Name & Seal of firm

APPENDIX 'F'

AFFIDAVIT REGARDING BID CAPACITY

(For works more than Rs. 5.00 Crore)

I/Weagedyears son ofdo hereby solemnly affirm and declare as follows for and on behalf of the Firm :

LIST OF EXISTING COMMITMENT AND ONGOING WORKS

| Sr. No. | Name of Works | Client Name & Address | Contract Value (Rs) | Work Executed till Date (Rs) | Balance Amount of work to be completed (Rs) | Balance period require to complete the works (Total months) | Work to be completed in month (Time period of work as per NIT) (Rs) |
|---|---------------|-----------------------|---------------------|------------------------------|---|---|---|
| | | | | | (4 - 5) | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total Balance Commitments duringmonths (Time period as per NIT) = | | | | | | Rs. | |

It is certify that the above particulars furnished are true and correct. If any information given is found to be concealed at a later date, the Contract will be terminated forthwith without prejudice to the rights thereon consequent on termination and the bidder will be blacklisted. I/We agree for debarring tendering for one year if any facts are suppressed.

Signature of Chartered Accountant
with UDIN

SIGN AND STAMP OF
BIDDER

T-6 (APPENDIX 'G')

शपथ-पत्र

मैं पुत्र श्री निवासी (स्थायी पता)
 (अस्थायी पता) का निवासी हूँ। मैं शपथपूर्वक निम्न घोषणा करता हूँ।

1. मेरे पास पर्याप्त धन और अचल सम्पत्ति है और व्यावसायिक रूप से मैं विकास प्राधिकरण के कार्यों को पूरा करने के लिए सक्षम और समर्थ हूँ। मेरे पास आवश्यक नशीनें और उपकरण आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
2. विकास प्राधिकरण द्वारा जो (कार्य का विवरण लिखा जाये) कराने की निविदा निर्गत की गई है, उसके लिए मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।
3. मेरे द्वारा दिये जा रहे प्रमाण-पत्र परिवार प्रमाण-पत्र/हेसियत प्रमाण-पत्र/आयकर प्रमाण-पत्र/जीएसटी/प्रमाण-पत्र/दिड सिविलिटी प्रमाण-पत्र/दिड कमिन्सिटी प्रमाण-पत्र/जमानत धनरशि आदि का प्रमाण-पत्र तथा अन्य सुसंगत अभिलेख आदि मूलरूप में निविदा पत्र के साथ संलग्न कर दिये गये हैं।
4. मेरा पैन नं० है। (आयकर विभाग द्वारा प्रदत्त प्रमाण-पत्र संलग्न किया जाये)
5. मेरे विरुद्ध आपराधिक मुकदमों का विवरण निम्न प्रकार है। यहाँ पूरा विवरण दिया जाये।
 1. मुकदमा नम्बर 2. धारये 3. थाना
 4. जगह 5. न्यायालय (जहाँ मुकदमा चल रहा है)

राजपत्रित
अधिकारी द्वारा
प्रमाणित
पासपोर्ट साइज
का नवीनतम
फोटोग्राफ धरपा
किया जाये

6. मैं विकास प्राधिकरण अथवा राज्य सरकार के अन्य विभागों द्वारा प्लैक लिस्टेड ठेकेदार/कर्म की श्रेणी में नहीं आता हूँ। मैं आपराधिक गतिविधियों, भाफिया तथा गैरस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असांजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया और अपराधी नहीं हूँ। मेरा चाल-चलन कार्य तथा आचरण उत्तम है।
7. मेरे विरुद्ध जनपद में तथा प्रदेश में कोई मुकदमा दर्ज नहीं है।
8. यदि ठेका प्राप्त करने के पश्चात् मेरे विरुद्ध भाफिया गतिविधियों/असांजिक गतिविधियों एवं संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी जाती है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबंध निरस्त कर दें। इस पर मुझे कोई आपत्ति नहीं होगी। मेरे द्वारा यदि विकास प्राधिकरण / राज्य सरकार के विरुद्ध कोई आपराधिक कृत्य किया जाता है अथवा सरकारी धन का गहन किया जाता है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध आपराधिक मुकदमा नियमों के अन्तर्गत दर्ज कराये।
9. मैं अनुबंध की शर्तों के अनुसार समय से पूरी गुणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूंगा और विभाग को पूरा सहयोग प्रदान करूंगा।
10. मेरा कार्य एवं आचरण उत्तम है।
11. मैं शपथपूर्वक घोषणा करता हूँ कि मेरा स्थायी पता और अस्थायी पता निम्न प्रकार है:-
 (अ) स्थायी पता (दूरभाष सहित)
 (ब) अस्थायी पता (दूरभाष सहित)
 (यहाँ पूरा पता दूरभाष सहित एवं पिनकोड सहित लिखा जाये)
12. मैं शपथपूर्वक घोषणा करता हूँ कि मैं उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा। यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन होता है तो इसकी सूचना मैं तत्काल विकास प्राधिकरण और जिला मजिस्ट्रेट/कलेक्टर को दूंगा।
13. मैं यह घोषणा करता हूँ कि विभाग के जिस कार्य के लिए मेरे द्वारा ठेका लिया जा रहा है, उसके सापेक्ष धन एवं अचल सम्पत्ति का हेसियत प्रमाण-पत्र जिला मजिस्ट्रेट/कलेक्टर (जनपद का नाम लिखा जाये) द्वारा प्राप्त करके मूलरूप में संलग्न किया जा रहा है। यह भी घोषणा करता हूँ कि इस हेसियत प्रमाण-पत्र का उपयोग अन्य कार्यों के लिए नहीं किया जायेगा।
14. मैं अपनी पूर्ण जानकारी में पूरे होशो-हवास में स्परधरित्त से, पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथ-पत्र लिखकर दे रहा हूँ। ईश्वर मेरी मदद करें।

दिनांक :

शपथीका पूरा हस्ताक्षर
पूरा नाम तथा पता

नोट:-1. यह शपथपत्र शपथ-पत्र ल० 100/- (रु० एक सौ) के स्टाम्प पेपर पर नोटरी द्वारा सख्तों की उपस्थिति में सत्यापित कराते हुए दिया जावेगा।

2. असख्त शपथ-पत्र केवल एक संवीन और संज्ञेय अपराध है।

3. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, शपथ-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

SPECIAL CONDITION OF CONTRACT

01. These Special Conditions of Contract shall be read in conjunction with the other documents forming part of the contract. In case of any variance, these conditions shall supersede any other conditions mentioned in any contract document.
02. The works to be executed under the contract comprise of construction of building and providing engineering services (Electrical, Plumbing etc.) as detailed here under, for the Civil works for Bharat Scout & Guides.
03. Before commencing the works the Contractor shall supply the Project Manager for their approval:
 - a). Drawings showing the general arrangements of his temporary works, access roads and other temporary facilities.
 - b). General arrangements of all constructional, pumping, washing of sand and aggregate, excavating, pumping, haulage, erection and other plant & equipment.
 - c). Provisions for dealing with any water encountered on the works.
 - d). Arrangements and methods of execution including all devices whatsoever for the construction of the whole of the works.
 - e). Order in which the Contractor proposes to execute the diagrams & description. This will be indicated by diagrams and description. This will be subject to adjustment and approval by the Architect.
 - f). Any other item of specific relevance to the Contract if requested by the Project Managers. Unless specifically mentioned otherwise all the relevant codes and standards published by the Bureau of India Standards before the acceptance of the contract shall apply and govern in respect of specifications, workmanship, quality and properties of materials, testing and measurements.
04. The Contractor shall organize his operations in a workman like manner and take all necessary precautions to provide safety and prevent accidents on the site to both persons and property, more so if they will be working in proximity to working machinery of existing plants in operation. The Project Managers shall have the power in requiring the Contractor to adopt from time to time such measures, as they may consider necessary to ensure the above requirements. The Employer/ Project Managers shall not be responsible for any consequence resulting from violation of safety requirements. In particular the Contractor shall ensure compliance with the following safety codes:

| | |
|----------------------|--|
| IS: 3696 (Part-I) | Safety code for scaffolds and ladders Part - I |
| IS: 3696 (Part -II) | -- Do -- Part -II - Ladders |
| IS: 4130 (Part -III) | Safety code for demolition work |
| IS: 4014 (Part-II) | Code of practices for steel Tubular Scaffolding – Part -II (Safety Regulations for Scaffolding) |
05. No escalation of any account shall be allowed, till the final completion of work. All duties, taxes octroi, turnover tax etc. shall be borne by the Contractor.
06. Time is the essence of this contract. The Contractor is expected to work in more than one shift nothing extra shall be paid for the same.
07. The Contractor must submit a Time Schedule with in two week from the day of signing the contract. The same shall be reviewed during the time of execution. Suitable amendments shall be made in the work programme if in the opinion of the Architect / Project Manager the progress of the work is not satisfactory. Nothing extra shall be paid for the same.
08. In case the Contractor fails to match the progress of the work to the programmed approved by the Architect, the Employer reserves the right to get the complete or a portion of the work executed by any other agency at the risk and cost of the Contractor.

09. The Contractor shall remove all unserviceable material and such other materials as directed by the Architect/Project Manager from time to time from the site, at his own cost and maintain the site clean to the satisfaction of the Architect/ Project Managers. Nothing extra shall be paid for the same.
10. Rates for extra items shall be derived in order, as under
 - i) Actual cost plus 10% (Ten percent) towards overheads and profit.
The Architect shall calculate the actual cost based on D.S.R. 2023 or market rates as he deems fit.
11. In case of delay a penalty of 1% (one percent) of the total contract value per month subject to a maximum of 10% of the total contract value shall be imposed on the Contractors as Liquidated Damages. The decision of the Architect in this matter shall be final, conclusive and binding on the Contractor.
12. The employer shall not provide any equipment/ machine required for any of the operations as described in the drawing, schedule of quantity, specifications etc.
13. The Contractor must get acquainted with the proposed site of the work and the specifications and the conditions carefully before tendering. The work shall be executed as per time schedule approved by the Architect. If part of site is not available for any reason or there is some unavoidable delay in supply of materials stipulated by the Employer, the programme of constructions shall be modified accordingly and the Contractor shall have no claim for any extras or compensation on this account.
14. Immediately after the award of work, the Contractor shall produce samples of all materials to be used and incorporated in the works for approval of the Employer/Architect. Only materials conforming to the approved samples shall be used in the works.
15. The architectural and other drawings shall, at all times, be properly co-related for executing any work. Samples shall be prepared for approval before starting any items of work specified by the Architect including verifying and getting the layout approved etc.
16. Rates quoted shall be valid for carrying out the work at any place, any level and at any height.
17. The Contractor shall always take the approval of the Architect on the type of concrete whether concrete prepared at site or Ready mix concrete will be used in construction of various parts of the building.
18. Collection and stacking of materials shall include all leads. The rates quoted by the Contractor shall hold good irrespective of the source from which the materials are brought.
19. The Contractor shall be responsible for watch and ward and handling, storing of all materials handed over to him by the Employer or brought by him to the site. Nothing extra shall be paid for the same.
20. The drawings referred to in the bid documents are available for inspection to the intending tenderers in the office of the Architect. Tenderers shall inspect the same and acquaint themselves with the work to be executed. The Contractor shall have no claim or reference to these drawings in respect of any of the rates after acceptance of the bid.
21. When required by Architect/ Project Manager, the Contractor shall supply for the purpose of testing, samples of any materials to be used in the works as per specifications. The Contractor shall provide all such samples at his own cost including suitable packages to contain them to the Employer. All the expenditure required for suitable packages to contain the samples, packing them, conveyance, handling & delivery upto the testing charges and fees to be paid in this respect shall be borne by the Contractor including cost of all materials and samples.
22. Time schedule shall be submitted by the Contractor and it shall be reviewed periodically in consultation with the Project Manager. The time schedule of the activities shall be so done by

the Contractor so as to finish the work within the stipulated, stage wise and total completion time.

The work have to be executed in shifts and all necessary arrangements are to be made by the Contractor and nothing extra shall be claimed for this.

23. Contractor shall obtain comprehensive all risk (CAR) insurance policy to cover damages to loss of property and person as under:
 - a). Civil Work under construction including all adjacent boundary walls, power lines, Sewer lines, roads, telephone line/cables etc. Full re-instatement value against all risk during construction.
 - b). Material at site including plants, machinery and other perishable items.
 - c). Injury to persons belonging to the Employer and their representatives, Architects and their representatives, Project Managers, Consultants, Suppliers and Visitors to site or adjacent premises.
 - d). Compensation payable under NCA on account of injury to all workers belonging to the Contractors or to the sub Contractors.

24. Contractor shall submit once every fortnight, a detailed report of the following:
 - a). Materials procured, consumed and balance at site for previous week as well as expected deliveries during next fortnight.
 - b). List of equipment and machinery at site, stand by as well as those under repair and equipment scheduled to arrive during next fortnight.
 - c). Skilled- unskilled, labour and supervisors working at site during past week and expected increased in next fortnight.
 - d). Steps proposed for speeding up the progress of work in the next week.
 - e). Five photographs of the sites - four sets.

Contractor must appoint full time responsible Site Engineers conversant with the nature of works and attend all site meetings etc.

25. It should be carefully noted that numerous agencies will be working in the project simultaneously and the Contractor shall have to work at every stage in close co-ordination with each of these agencies. He shall have to programme his work accordingly in consultation with other agencies as per sequential requirements as may be decided by the Architects and Project Manager or simultaneous execution of other components of the work by other agencies may necessitate re-organizing, which shall not be accepted as grounds for any delay or excuse of any nature whatsoever.

26. The Contractor should make his own arrangements for water both for construction and drinking purpose at his own cost. However, he shall be allowed to use the existing wells/supply lines, free of cost, but he shall have to make all necessary distribution system at his own cost.

27. The Employer shall get the Electricity connection done free of cost. Contractor shall make his own arrangements for its distribution and back up electricity. However, the Employers do not guarantee uninterrupted supply and hence the contractor shall make arrangements for all back up generators and emergency / safety lights. Electricity thus provided shall be metered and the Contractor shall reimburse the cost to the Employer as per prevailing rates of concerned authorities.

28. Proper material stockyard and stocks register shall be maintained at site and same made available for verification and checking, always and at any time.
29. Secured Advance shall be applicable on the following items only:
 - a). Cement
 - b). Reinforcement Steel
 - c). Bricks
 - d). Coarse Aggregate
 - e). Structural Steel

Secured advance of 75% of the value of the material shall be payable to the Contractor through the running bills, provided these materials have an appropriate Insurance Cover for damage and theft. However, these materials shall be procured on the basis of the Procurement Schedule approved by the Architect.

30. Sizes and length of members of the structural steel and reinforcement steel, to be supplied by the employer, shall be as available from the sources and the Contractor shall not claim anything extra on account of size and length of the member.
31. The Employer shall provide land, free of cost for the construction of site offices, stores, labour huts etc. near the site of works. The Contractor shall handover the land in clean position, to the Employer, on the completion of work.
32. The Contractor shall construct, at his own cost a cement godown of required capacity.
33. The Contractor shall submit Bar bending schedule for reinforcement work and shop drawing for structural steel fabrication work within seven days of receipt of relevant drawings from the Architect for the approval of the Project Manager.
34. The casting of the raft and the floor plates shall be done in RMC. In case RMC is not available the contractor can cast the same in Machine made Concrete but in no case both types of concretes should be mixed in a particular raft or floor plate.

GENERAL CONDITION OF CONTRACT

Form & Type Of Contract : This contract is an **Fixed Plinth area rates Contract**.

Interpretations : In constructing these conditions, the Specifications, the schedule of areas, Bid and Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:

- 1). The **Contract** means the documents forming the bid and acceptance thereof, the formal Agreement executed between Employer, and the Contractor; and instructions & drawings issued from time to time. These above mentioned documents shall be treated as complementary to one another.

In the contract the following expression shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them:

- a). The expression **Works** or **Work** shall, unless there be something either in the subject or context repugnant to such construction, be construed & taken to mean the works, by virtue of the contract, contract to be executed, whether temporary or permanent, & whether original, altered, substituted or added.
- b). The **'Site** shall mean the land and or other places on into or through which work is to be executed under the contract shall also mean any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- c). The **Contractor** shall mean the individual or the firm or to the company whether incorporated or not, undertaking the works & shall include the legal representative of such individual or the person composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual or firm or of company.
- d). The **Employer** means Bharat Scout & Guides Uttar pradesh or their authorized representatives.
- e). **Project Manager** means the person appointed and paid by the Employer. The Project Manager shall in normal course of Administration & execution, receive & issue all correspondence, documents, drawings instructions etc. on behalf of the employer/Architect.
- f). The **Architects** means appointed by Employer and their authorized representative who shall periodically inspect the workmanship & faithfulness to drawings.
- g). **Plant and Equipment** shall mean plant, machinery, equipment, pipework services & all other things to be provided, erected, installed, commissioned and maintained in accordance with the Contract.
- h). **Temporary Works** means all temporary works of every kind required in or about the execution completion and maintenance of the Works and Plant.
- i). **Market Rate** shall mean the rate taken from the current market for similar work/material and as decided by the Architect.
- j). **Approved** means approved in writing by the Architect / Project Manager including subsequent written confirmation of verbal approval and 'approval' means approval in writing by the Architect / Project Manager including as aforesaid.
- k). **Act of Insolvency** shall mean any act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Act or any amending Statute.
- l). **Notice In Writing** or **written notice** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be

deemed to have been received when on the ordinary course of post it would have been delivered.

- m). **Virtual Completions** shall mean that building is in the opinion of Architect, fit for occupation.
 - n). **Singular and Plural Words** importing the singular only also include the plural and vice versa where the context requires.
- 2). **Duties & Power Of Project Managers** : The duties of the Project Managers are to watch and supervise the works and to examine any materials to be used or workmanship employed connected with the Project. Written instruction or approval given by the Project Manager to the Contractor within the terms of such delegation (but not otherwise) shall bind the Contractor as through it had been given by the Architect provided always :
The failure of the Project Manager to disapprove any work or material shall not prejudice the power of the Architect there after to disapprove such work or materials and to order the pulling down removal or breaking up the roof. If the Contractor shall be dissatisfied by reason of any decision of the Project Managers, he shall be entitled to refer the matter to the Architect who shall there upon confirm, reverse or vary such decision.
- 3). **Scope of Contract:** The Contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of the Architect / Project Manager. The Architect / Project Manager may in their absolute discretion from time to time issue further drawings and/or written instructions details, directions and explanations which are hereafter collectively referred to as "The Architect Instructions" in regard to :
- a). The variation or modification of the design, quality or quantity of works or the additions or omissions or substitution of any work.
 - b). Any discrepancy in the drawings or between the Items and/or Drawing and/or specifications.
 - c). The removal from the site of any materials brought there on by the Contractor and the substitution of other materials therefore.
 - d). The removal and /or re-execution of any works executed by the Contractor.
 - e). The dismissal from the works of any persons thereupon.
 - f). The opening up for inspection of any work covered up.
 - g). The amending and making good of any defects.

The Contractor shall forthwith and duly execute any work comprised in instructions provided always that verbal instructions, and directions explanations, given to the Contractor or his Foremen upon the works by the Architect shall if involving a variation be confirmed in writing by the Contractor within seven days and not dissented from in writing within a further period of seven days by the Architect, such shall be deemed to be Architect Instructions within the scope of contract.

If compliance with the Architect's Instructions as aforesaid involves work and/or expense beyond that contemplated by the contract than unless the same were issued owing to some breach of this contract by the Contractor, the Employer shall pay to the Contractor the price of said work as an extra to be valued as hereinafter provided and/or expenses and/or loss.

The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under (other than a charge in favor of the Contactor's Bankers of any monies due or to become due under this contract) with in the prior written consent of the Employer.

The Contractor shall not sub-let the whole or part of the works, except where otherwise provided in the contract. The Contractor shall not sub-let any part of the works without the prior written consent of the Employer (which shall not be unreasonably withheld), but such consent, if given shall not relieve the Contractor, and he shall be responsible for the act defaults and negligence of any sub-

Contractor, his agent, staff or workmen as fully as if they were acts defaults or neglects of the Contractor his agent, staff and workmen, provided always that the provision of labour on a piece work basis raw materials for the construction of works and items of plant/equipment shall not be deemed to be sub-letting under his clause.

- 4). **Documents Mutually Explanatory** : The several documents forming the contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies, the same shall be brought to the notice of the Architects/Project Managers, as the case may be. The order of precedence shall be :
- a). Drawings & instruction issued to the Contractor by the Architect.
 - b). List of items of works.
 - c). Specifications
 - d). Special Conditions on Contract and Notice Inviting Tender.
 - e). General Conditions of Contract.

The Project Managers who shall there upon issue to the Contractor instructions directing in what manner the work is to be carried out. Provided always that if in the opinion of the Architect shall recommend and the Employer shall consider payment such additional sum as may be responsible to cover such expense.

- 5). **Specifications** : The specifications of the various items of the works will be as per latest editions of CPWD/ B.I.S. specifications with all correction slips. Wherever these codes are silent, sound Engineering Practice and the decision of the Architect in matters of interpretation etc. shall govern the same shall be final and binding on the Contractor. The following order of preference shall apply:
- a). Drawings issued by the Architect from time to time.
 - b). Specifications supplied by the Architect.
 - c). Specifications covered by this bid document.
 - d). BIS / CPWD specifications
- 6). **Drawing** :The drawings are detailed to contain the specification as also the procedure for instructions. The Contractor shall give adequate notice to the Project Managers of any further drawings or specification that he may require for the execution of the works, under the Contract, well in advance for execution. This shall not however be an excuse for delay in completion of any work.
- One copy of the Drawings shall be kept by the Contractor on the site and the same shall be available for inspection & used by the Project Managers or by any other persons authorized by the Projects Managers in writing. One copy shall be signed & kept on records so as to confirm Contractors acceptance of having quoted for the works under reference.
- 7). **Discrepancies In Drawings** : The Employer shall not be liable for any payments, arising due to alteration to be made at site due to discrepancies found in drawings. The Contractor shall clarify the same with the Architect before execution, in case of any discrepancy found in drawings.
- 8). **Further Drawings and Instructions** : The Architect/Project Manager shall have full power and authority to supply to the Contractor, from time to time during the progress of the works such further drawings and instructions as shall be, necessary for purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
- 9). **Contract Agreement** :The Contractor shall when called upon so to enter into & execute a contract agreement in the form annexed with such modifications as maybe necessary.

- 10). **Security** : The Contractor shall pay such sum in the form of Demand Draft in the manner and quantum as specified in the Notice Inviting Tender which together with the Earnest money furnished with the Bid shall amount to the sum named in the Tender as Security Deposit. Such security deposit shall then constitute security for due and proper performance of the contract. The Security Deposit shall be refunded to the Contractor in the manner as specified in the special condition of the Contract.
- 11). **Inspection of Site**: The Contractor shall inspect and examine the Site and its surroundings & shall satisfy himself before submitting his bid as to the nature of the ground and sub-soil the form and nature the Site and quantities and nature of the work and materials necessary for the completion of the Works & the means of access to the site, the accommodation he may require & in general shall himself obtain all necessary information as to risk contingencies & other circumstances which may influence or affect his bid.
- 12). **Sufficiency of Tender & Adverse Physical Conditions and Artificial obstruction** : The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his bid for the work and of the rates and prices stated in the priced scheduled of the prices (if any).
- 13). **Works to satisfaction of the Architect / Project Manager** : Save in so far as it is legally or physically Impossible the Contractor shall execute complete and maintain the works in strict accordance with the contract to the satisfaction of the Architect / Project Manager and shall adhere strictly to the Architect/Project Manager instructions and directions on matters as refer to as clause 2 above.
- 14). **Programme to be forwarded** : Immediately practicable after the acceptance of his bid the Contractor shall if required submit to the Project Managers for their approval a programme showing the order of procedure & method in which he proposes to carry out the works and shall whenever required by the Project Managers furnish for his information particulars in writing of the Contractors arrangements for carrying out of the works and of the constructional Plant and Temporary works which the Contractor intends to supply, use or construct as the case may be. The submission to an approval by the Project Manager such of such programme or the furnishings of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.
- 15). **Contractor's Superintendence** : The Contractor shall give or provide all necessary superintendence during the execution of the works and as long there after as the Architect/Project Manager may consider necessary for the proper fulfilling of the Contractor's obligations under the contract. The Contractor or a competent and authorized agent or representative approved of in writing by the Architect/Project Manager (such approval may at any time be withdraw) is to be constantly on the work & shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Architect/Project Manager the Contractor shall as soon as is practicable (having regards to the requirement of replacing him as here in after mentioned) after receiving written notice of such withdrawal remove the agent from the site and shall not there after employ him again on the site in any capacity and shall replace him by another agent approved by the Architect/Project Manager. Such authorized agents or representative shall receive on behalf of the Contractor directions & instructions from the Architect/Project Manager.

Contractor shall provide at his own expense cost of hutments/dwelling units for there workers etc. and all such expenses shall deemed to have been taken care of in there quoted rates for the above works.

All the labour laws are deemed to have been taken care of by the contractor.

- 16). **Contractor's Employees** : The Contractor shall provide and Employ on the site in connection with the execution & maintenance of the works.

Only such technical assistants as are skilled & experienced in their respective callings and such sub-agents, foremen and leading hands as competent to give proper supervision to the work they are require to supervise, and such technical assistant will be in sufficient numbers for each areas of works to be handled either in one area or field or both, Contractor shall before start of work give such a list of their technical staff and their nature of duties to the Project Managers. Such skilled, semi-skilled and unskilled labour, as is necessary for the proper and timely execution & maintenance of the works.

Where required by the law or regulation of local or other authority, such personnel shall be duly licenced by the competent authority to practice their trades professions and callings.

The Architect shall be at liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of their works who in the opinion of the Architect/Project Manager misconducts himself or is incompetent or negligent in the proper performance of his duties or which employment is otherwise considered by the Project Manager to be under desirable and such person shall not be again employed upon the works without the written permission of the Engineer in charge. Any person so removed from the works shall be replaced without delay by the competent substitute approved by the Engineer in charge.

The Contractor shall if required by the Project Managers deliver. Returns in such form and at such intervals as the Project Manager may prescribed showing the details the supervisory staff and the numbers of the several classes of labour, from time to time, employed by the Contractor on the site.

- 17). **Setting out works** : The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position levels, dimensions and alignment of all necessary of all parts of the works and for the provision of all necessary instruments appliances and labour in connection herewith. If at any time during the progress of the works and error shall appear or arise on the position levels, dimensions or alignment of any part of the works; the Contractor shall at his own expense rectify such error to the satisfaction of the Architect/Project Manager or representative.

The checking of any line or level by the Project Manager shall not in any way relieve the Contractor of his responsibilities for the correctness thereof and the Contractor shall care-fully protect and preserve all bench marks, pegs and other things used in setting out the works.

- 18). **Contractor to provides everything necessary** :The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings. Priced Schedule of works and specification taken together whether the same may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to Architect whose decision shall be final and binding on the parties. Figured dimension shall be followed in preference to scale.

The Contractor shall supply, fix and maintain at his cost, during the execution of any works all the necessary centering, scaffolding staging, planking timbering, strutting, shoring pumping, fencing, hoarding, watching and lighting night as well as by day, required not only for the proper execution and rotation of the said work, but also for the protection of the public and the safety of any adjacent roads, streets, cellars, vaults, pavements, walls houses, buildings and all other erections, matters or things, and the Contractor shall take down and remove any or all such centering, scaffolding, staging planking, timbering strutting shoring etc, as occasion shall require or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed the execution of the works to the satisfaction of the Architect.

- 19). **Watching & lighting** : The Contractor shall in connection with the works provide & maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer in-charge or by duly constituted authority for the protection of the works or for the safety and convenience of the public and others.
- 20). **Care of Works/Plant Equipment** :From the commencement to the completion of the Contractor shall take full responsibility for the care thereof and of Temporary works and Constructional Plant and in case any damage loss or injury shall happen to the works/ plants/ Equipment or to any part thereof or to any Temporary work or constructional plant from any cause what so ever shall at his own cost repair and make good orders and conditions and in conformity in every respect with the requirements of the Engineer in charges instructions.
- 21). **Damage to Persons and Property** : The Contractor shall (except if and so far as the specification provides otherwise) indemnify and keep indemnified he Employer, the Architect, Their consultants and Employees against all losses any Claims for injuries or damage to land or being on the land or suffered by tenants or occupiers which may arise out of or in consequence of the construction and maintenance of the works and against all losses & claims, demands, proceedings, damages, costs, charges and expenses what so ever in respect of or in relation there to, provided always that nothing here in contained shall be deemed to render the Contractor liable for in respect of or to indemnify the Employer, the Architect and their Consultants and Employees against any compensation or damages for or with respect to :
- a). The permanent use or occupation of land by the workers or any part there of or (save as herein after provided) surface or other damage as aforesaid.
 - b). The right of the Employer to construct the works or any part thereof on over/ under in or (save as herein after provided) surface or other damages as aforesaid.
 - c). Interference whether temporary or permanent with right of light air way or water or other easement or quasi easement which is the unavoidable result of the construction of the works in accordance with the Contract.
 - d). Injuries or damage to persons or property resulting from any act or neglect done or committed during the contract period to the Employer/Architect their representatives or other Contractor (not being employed by the Contractor) or for or in respect of any claims, demands, proceedings, damages, costs, charges, and expenses in respect there of or in relation there to.

Provided further that for the purpose of this clause the expression "the site" shall be deemed to be limited to the area defined and shown on the drawings in which the land and crops will be disturbed or damage as an inevitable consequence of the carrying out of the works.

Overtime : Contractors shall also not charge for any overtime incurred wholly of partly for uncompleted works etc. or for works which may have to be got done urgently as per the requirements of the Project Managers or also as per the drawings supplied from time to time.

Indemnity by Contractor : The Contractor will indemnify the Employer, the Architect, their consultants and Employees from and against all claims, demands, proceedings, damages, costs charges and expenses in respect of the matters referred to in this clause.

- 22). **Third party Insurance** : Before commencing the execution of the works the Contractor (but without limiting his obligations & responsibilities under relevant clause hereof) shall insure against any damage, loss or injury which may occur to any person (including any Employee of the Employer) by or arising out of the execution of the works or temporary work or in the carrying out of the contract otherwise than due to the matters refereed to in this contract.
- 23). **Accident or injury to workmen** : The Employer shall not be liable for in respect of any damages or compensation to any workmen or other person, in respect or in consequence of any accident or injury in the employment of the Contractor. The Contractor shall indemnify and keep indemnified the

Employer/Architect against all such damages and compensation and against all claims demands, proceedings, costs charges & expenses whatsoever in respect thereof or in relation thereto.

Insurance against accident etc. to workmen : The Contractor shall insure against such liability against with an insurance cover approved by the Employer to workmen. The Insurance policy shall contain such insurance that it covers during the whole of the time of the project that all the person employed by him on the work. When required by the employer such policy of insurance and the receipt for payment of the current premium is provided to the employer in respect of any persons employed by the contractor or any sub-Contractor. Contractor is under the obligation to insure as aforesaid under this sub-clause in such a manner that the Employer, the Architect, their Employees and Consultants are indemnified under the policy.

- 24). **Remedy on Contractor's Failure to Insure :** If the Contractor shall fail to effect and keep in force the insurance referred to in clause 22 and 23 hereof or any other insurance which he may be required to effect under the terms of the contract then in any such case the Employer may effect and keep in force any such insurance Insure and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any payment due or which may become due to the Contractor or recover the same as a debt due from Contractor. If it happens so all claims arising out of the failure shall be paid by the Contractor.
- 25). **Interference :** All operations necessary for the execution of the works and construction of any Temporary Works shall so far as compliance with the requirement of the Contract permits carried on so as not to properties interfere unnecessarily or properly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the Employer or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matter.
- 26). **Opportunities for other Contractors :** The Contractor shall in accordance with the requirements of the project managers afford all reasonable opportunities for carrying out their work to any other Contractor employed by the Employer and their workman and to the workmen of the Employer and of another duly constituted authorities who may be Employed in the execution on or near the site of any contract which the Employer may enter into in connection with or ancillary to the Works.
- 27). **Supply of plant material and labour :** Except where otherwise specified, the Contractor shall at his own expense supply and provide all the constructional plant, Temporary and for permanent works/ plant/ equipment labour (including the supervision of thereof) transport to or from the site and about the Works and other things or every completion and maintenance of works/ plant/equipment.
- 28). **Clearance of Site on Completion :** On the Completion of the Works the Contractor shall clear away and remove from the site all constructional plant surplus materials rubbish and Temporary Works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Architect/ Project Manager.
- 29). **Labour :** 1). The Contractor shall make his own arrangement for engagement of all labour, local or otherwise and also provide for the transport, housing, feeding and payment thereof.
- 2). The Contractor shall provide on the site to the satisfaction of the project manager drinking and other water for the use of the Contractor's staff and work people.
- 3). The Contractor shall in all drawings with labour in his employment have due regards to all recognised festival days of rest & religious & other customs.
- 4). In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

- 5). The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.
- 6). The Contractor shall be also responsible for observance by his sub-Contractors of the foregoing provisions.
- 7). The Contractor shall employ labour in sufficient number to maintain the required rate of progress & of quality to ensure a workmanship of a degree required by the specification and to the satisfaction of the Project Managers. He shall be responsible at his own cost, for all recruiting, transport, welfare, sanitary and other accommodation, provision of necessary passports or permits for all personnel and employee required for this contract.
- 8). The Contractor shall remain liable for the payment of all minimum Wages Act, 1948, Employee's liability Act, 1936, Workmen's Compensation Act, 1923, Insurance, Provident fund, Family Pension etc. or any other act or enactments relating thereto and rules framed there under from time to time. The Contractor will normally work on and during day, however in the interest of the work and its completion target, the Contractor shall have to work in more than one shift and no liability in respect of any excess cost arising there from shall be borne by the Employer. The Contractor may employ female labours if he chooses, but he shall not employ in connection with the works any person who has not completed the minimum age as per law locally applicable.
- 9). The Contractor shall comply fully with local laws dealing with the employment of person including where applicable the Indian Employment of Children Act, 1938 The Indian Workmen's compensation Act, 1923, the Factories Act, 1948, the minimum Wages Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970, and any statutory amendment or re-enactment thereof for the time being in force.
- 10). The Contractor during the progress of the works shall provide, erect and maintain at his own expense and to approved standards and scales all necessary temporary sanitary accommodation required for his workmen on the site in connection with the execution of works. The planning, sitting and erection of these buildings shall be approved by the Architect/Project Manager and the of such temporary accommodation shall at all times during the progress of the of the works be kept in a clean condition to the entire satisfaction of the Project Manager, at the Contractor's expense. The Contractor shall conform to the sanitary requirements of local medical & health authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the site.
- 11). The Contractor shall at his own expense, carry out all anti-material or other ailments, instructions given to him by the Architect/Project Manager or by any local authority including the filling up of barrow pits.
- 12). The Contractor shall at his own expense carry out all instructions issued to him by the Architect/Project Manager to effect a proper disposal of soil and other conservancy work in respect of the Contractor's workmen or employees on the site. He shall also conform the sanitary requirements of the local Medical and Health Authorities.
- 13). The Contractor will not at any time do, cause or permit any nuisance on the site or adjoining area or do anything which shall cause unnecessary disturbance or inconvenience to the owners, tenants or occupiers of other properties near the public generally and will secure the efficient protection of all land, river lakes and sea areas against pollution.
- 14). The Contractor shall at his own cost make provision at site for a crèche for the children of labourers and shall provide for its maintenance and upkeep.
- 15). The Contractor shall provide and maintain upon the works sufficient, proper and efficient life-saving appliance and first aid equipment to the approval of the Engineer-in-charge and in accordance with the requirements of I.L.O Convention No. 62 The appliance and equipment shall be for use at all times.

- 16). If the site is with in an existing Industrial establishment belonging to the Employer, the Contractor, sub-Contractor and their Employees regulations in regard to ingress, egress, traffic, security and conduct for the establishment.
- 17). All statutory laws on labour in vogue from time to time shall be complied with & all basic amenities provided for & by the Contractor shall indemnify the clients/ representative against all claims what-so-ever on this.
- 30). **Return of Labour** : The Contractor shall if required by the Architect/Project Manager deliver to the Project Managers Representative or at his office a Return in details in such form and at such intervals as the Project Managers may prescribe showing the number as the several classes of labour from time to time employed by the Contractor on the site and such information regarding Constructional plant as the representative may require.
- 31). **Quantity of Materials, Workmanship and tests** : All materials and workmanship shall be of the representative kinds described in the contract & in accordance with Architect introductions and shall be subject from time to time, such test as the Architect may direct at the place of manufacture of fabrication or on the site or at all or any of such places.
- The Contractor shall provide such assistance instruments machines labour and materials as are normally required for examining measuring labour and materials as are normally required for examining measuring and testing any work and the quantity of any work and the quality of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected as required by the Architects/Project Manager. For the testing of concrete cubes, The Contractor will arrange the all equipments/ machineries at work site, at his own cost as per the instruction of the Architect/ Project manager.
- Cost of samples** : All samples shall be supplied by the Contractor at his own cost, if the supply thereof is clearly intended by or provided for in the specification or Area Statement, but if not then at the cost of the Employer.
- Cost of test** : The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the specification and (in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purpose which it was intended to fulfill) is particularized in the specification in sufficient detail to enable the Contractor to price or allow for the same in his bid. If any test is ordered by the Architects/Project Manager which is either :
- a). not so intended by or provided for or
 - b). (in the cases above mentioned) is not so particularized or
 - c). through so intended or provided for is ordered by the Architect/Project Manager, to be carried out by an independent person at any place other than the site or place of manufacture or fabrication of the materials tested then the cost of such test shall be shows the workman ship with the provisions of the contract or the Project Managers instructions but otherwise by the Employer.
- 32). **Access, Nuisance and Trespass**: The Architect their representative and the Employer shall at all reasonable times have free access to the work and or to the workshops factories, or other places where materials are being prepared or constructed for the contract and also to any places where the materials are laying or from which they are being obtained, and the Contractor shall give every facility to Architects/Project Manager and their representative necessary for inspections and examinations & test or the materials and workmanship. Except the representatives of public Authorities no person shall be allowed on the work at anytime without the written permission of the Architect.

If any work is to be done at the place other than the site of the works the Contractor shall obtain the written permission of the Architect for doing so.

The Contractor shall also provide and maintain any necessary temporary roads, sleeper tracks, ramps and temporary crossovers during the execution of the works, clear away same at completion and reinstate and make good any work disturbed all to the satisfaction of the local authority and the Architects/Project Manager. The Contractor shall pay all charges in connection herewith.

The Contractor shall take all precautions to prevent a nuisance or cause inconvenience to, occupants of adjoining property or the general public. It necessary the Contractor shall carry out noisy operations outside normal working hours. It is the responsibility of the Contractor to assess the likelihood of such measures being necessary.

The Contractor shall keep all workmen and other persons in this employment closer to area of building operations and shall prevent trespass by such persons on to adjoining property.

33). **Examination Of work before Covering up** : No work shall be covered up or put out of view without the approval of the Architect/Project Manager or their representative to and the Contractor shall afford full opportunity for the Project Managers or their representative to examine and measure any work which is about to be covering up covered up or put out of view and to examine and measure any work which is about to be covering up covered up or put out of view and to examine foundation before permanent work is place thereon. The Contractor shall give due notice to the Project Manager Representative whenever any such work of foundation is or are ready about to be ready for examination and the Architect Representative shall without unreasonable delay unless they consider it unnecessary to attend for the purpose of examination and measuring such work or of examining such foundation.

34). **Uncovering and making Openings** : The Contractor shall uncover any part or parts of the works or make openings in or through the same as the Project Managers may from time to time direct and shall reinstate & make good such part or part to the satisfaction of the Project Manager. If any part or parts have been recovered by or put out of view after compliance with the requirements of sub-clause (1) of this clause and are foundation to be executed in accordance with the contract the expenses of uncovering making openings in or through reinstating and making good the same shall be borne by the Employer but any other case all such expenses shall be recoverable from him by the Employer from may deducted by the Employer from any monies due or which may become due to the Contractor.

35). **Removal of Improper Work and Materials** : The Project Manager shall during the progress of the work have power to order in writing from time to time.

a). The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the project Managers are not in accordance with the contract.

b). The substitution of proper and suitable materials.

c). The removal and proper re-execution (not withstanding any previous test thereof or interim payment thereof) of any work which in respect of materials or workmanship is not, in the opinion of the project managers in accordance with the contract.

Default of Contractor : In case of default on the part of the Contractor in carrying out such order the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer from any monies due or which may become due to the Contractor.

36). **Suspension of work** : The Contractor shall, on the written order of the Architect / Project Manager suspend the progress of the works or any part thereof for such time or times and in such manner as the Architect consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Architect / project Manager. The extra cost incurred by the Contractor in giving effect to the Architect's / project Manager's instruction under this clause shall be borne and paid by the Employer, unless such suspension is :

- a). Otherwise provided for in the contract, or
 - b). Necessary for the proper execution of the work or any reason of weather conditions affecting the safety or quantity of the works or by some default on the part of the part of the contract, or
 - c). Necessary for the safety of the works or any part thereof, provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in written of his intentions to claim to the Architect within 28 days of the order. The Architect shall settle and determine the extra payment to be made to the Contractor in respect of such claim as the Architect shall consider fair and reasonable.
- 37). **Commencement of work** : The Contractor shall commence the works on site within the period named in the Bid after the receipt by him of an order in writing to this effect from the Employer and shall proceed with the same with due expedition expect as may be expressly sanctioned or ordered by the Employer or be wholly beyond the Contractor's control.
- 38). **Possession of site** : As far as the contract may prescribe to the extent of portions of the site of which the Contractor is to be given possession from time to time & the order in which such portion shall be made available to him and subject to any requirement in the contract as to the order in which the work shall be executed the Employer will with the Project Managers written order to commence the works given to the Contractor possession of the site as may be required to enable the Contractor to commence and proceed with the constructions of the works in accordance with the programme referred to in this contract in accordance with such reasonable proposals of the Contractor as he shall by notice in writing to the Project Managers make & will from time to time as the works proceed give to portion of the site as may required to enable the Contractor to proceed with the construction of the works in accordance with the said programme or proposals (as the case may be) If the Contractor may suffers delay or incurs expense from failure on the part of the Employer to give possession in accordance with the terms of this clause the Project Managers shall grant an extension of time for the completion of the works and certify such sum as he consider fair to cover the expense incurred which sum shall be paid by the Employer.
- Way leaves etc** : The Contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site. The Contractor shall provide at his own cost any additional accommodation out side the site required by him for the purpose of the works.
- 39). **Time for Completion** : Subject to any requirement in the specifications as to completion of any portion of the works before completion of the whole of the works, shall be completed within the time stated in the contract or as such extended time as may be allowed by the Architect.
- 40). **Delay and Extension of Time** : If in the opinion of the Architect / Project Manager the work be delayed by :
- a). Force Majeure,
 - b). Reason of any exceptionally inclement weather,
 - c). Reason of proceeding taken or threatened by or disputes with adjoining or neighboring owners or public authorities,
 - d). Delays of other Contractor or tradesmen engaged by the Employer or the Architect and the works not referred to in the schedule of works and / or specification,
 - e). Architect instructions,
 - f). Reason of civil commotion, local commotion of workmen or strike or lock-out affecting any or the building trades,
 - g). In consequence of the Contractor not having received in due time necessary instructions from the Architect for which he shall have specially applied in writing,
 - h). Other cause, which the Architect may certify, as beyond the control of the Contractor,

i). Reason of non-payment of interim certificates within specified time;

The Architect shall make a fair and reasonable extension of time for completion of the contract works.

In case of strike or lock out the Contractor shall as soon as may be given written notice there to the Architect / project Manager, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of Architect / project Manager to proceed with the work

- 41). **Progress of work** : The whole of the materials, labours, plant and machinery to be provided by the Contractor, and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manners to the satisfaction of the Architect/Project Manager should the rate of the progress of the works or any part thereof be at any time in the opinion of the Architect/Project Manager too slow to ensure the completion of the works in the prescribed time or extended time for completion, the Architect/Project Manager shall so notify the Contractor in writing, and the Contractor may take such steps as he may think necessary to expedite progress so as to complete the works by the prescribed time or extended time for completion. The Contractor to keep up the required progress, as expected to at his own cost and risk by working in more than one shift (in day as well as in night). The Contractor shall keep Architect/Project Managers informed of his schedule of work shifts.

All work at night shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and against all claims and demands, proceedings costs charges & expenses what-so-ever in this regard or in relation to such liability, laws etc.

- 42). **Liquidated Damages for Delay** : If the Contractor shall fail to complete the works within the time prescribed in this contract or extended time then the Contractor shall pay to the Employer the sum stated in the bid as liquidated damages for such defaults and not as the penalty for every day or part of a day which shall elapse between the time prescribed in this contract or extended as the case may be and the date of the completion of the works.

The Employer may without prejudice to any other method of recovery deduct the amount of such damages for any monies in his hand due or which may become due to the Contractor. The payment or the deduction of such damages shall not relieve the Contractor from his obligation to complete the work or from any other of his obligations and liabilities under the contract.

- 43). **Certificate of completion of works** : As soon as in the opinion of the Architects the works shall have been completed and shall have been satisfactorily passed any final test that may be prescribed in the contract. The Architect shall issues a certificate of completion in respect of the works. The period of maintenance shall commence from the date of issue of such certificate provided that the Architect may give such a certificate with respect to any part of works and shall upon the written application of the Contractor give such certificate with respect to any sub-sequential part of the works which has been both completed to the satisfaction of the Project Manager and occupied and put to use by the employer and when any such certificate are given in respect of a part of work such part shall be considered as completed and the period of maintenance for such works shall commence. Provided also that the certificate of completion given in accordance with the foregoing provisions on any ground or surface requiring reinstatement unless such certificate shall expressly so stated.

- 44). **Defect Liability Period or Period of maintenance** : In these conditions the expression 'period' shall mean the "period of maintenance" from the date of completion of the works certified by the Architects in accordance with the conditions of contract, or in the event more than one certificate having been issued by the Architects under the said clause from the respective dates so certified and in relation to the period of maintenance the expression, "the work" shall be considered accordingly.

Execution of works of repairs : To the intent that the works shall at or as soon as practicable after the expiration of the defect liability period be delivered upon the Employer in a good and perfect condition (fair wear and tear excepted) to the satisfaction of the Architects as that in which they were at the commencement of the defect liability period, the Contractor shall exercise all such work of repair amendment reconstructions, rectification, making good of defects, imperfections, shrinkage or other defaults as may be required of, the Contractor in writing by the Architect during the defect liability period or within fourteen days after its expiration as a result of an inspection made by or on behalf of the Architect prior to its expiration.

Remedy on Contractor's Failure to Carry out work have required : If the Contractor shall fail to do any such work as aforesaid required for the Architect/Project Manager, the Employer shall be entitled to carry out such work by his own workman or other Contractor, and if such a work which the Contractor should have carried out at the Contractor's own cost he shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any payment due or that may become due to the Contractor.

45). **Contractor to search defect :** The Contractor shall if required by the in writing search for the clause of by defect, imperfections, or defaults under the directions of the Architect. The Contractor shall bear the expenses such search and repair, rectify and make good such defect, imperfection or fault at this own expense in accordance with the provision in this contract.

46). **Variations :** No alterations, amendments, omissions, additions or other variation of the Works/ Plants/ Equipment under the contract (herein after referred to as variations) shall be made by the Contractor expect as ordered in writing by the Project Managers, who shall have full power subject to the provision herein after contained, to instruct the Contractor in writing to make such variation as the Project Managers consider proper and necessary and the Contractor shall carried out such variations without prejudice to the contract, as through the said variations formed part of the contract.

If in the opinion of the Contractor complying with any such variation would prevent his obligations or guarantees under the contract he shall promptly notify the Project Managers who shall decide forth with whether the variation shall be carried out as ordered. If the Project Managers confirms his previous instructions the Contractor obligations & guarantees shall be modified to such extend as may be justified and notified by the Project Managers & he considered by the Employer for acceptance upon the recommendations of the Architects. No such variations shall any way vitiate or invalidate the contract.

47). **No approval by vetting :** The operation of the clause shall not be deemed to imply on any approval by the Architect, of the material or of the other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Architect.

48). **Measurements of Works :** The Architect/ Project Manager may from time to time intimate to the Employer and the Contractor that they require the works to be measured, and the Employer and the Contractor shall attend or send a qualified agent to assist the Architect/ Project Manager or Architect's representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them. The employer and /or Contractors should not neglect or omit to send such Agent. The measurements taken by the Architect/ Project Manager or approved by them shall be taken to be correct measurement of the work. The Employer and the Contractor or their agents may at the time of measurements take notes of measurements as they may require as per specifications.

49). **Method of Measurements :** The standard method of measurement in accordance with the IS: 1200 (latest edition) shall be adopted, unless otherwise specified. In the event of dispute with regard to the mode of measurement of the work executed, the decision of Architect shall be final and binding.

50). **Payment on Account and Retention** : The Contractor may at intervals specified in the contract, submit claims for payments or advances on account of work done and materials delivered at the site to the Architect. Such claims which shall be computed as under :

- a). Full value of the work executed on site to the satisfaction of the Architect/Project Manager less the deductions indicated in the contract which shall constitute the security deposit such deductions shall constitute to be effected from every interim valuation, unless otherwise stipulated.
- b). The percentage (%) indicated in the bid of the value of any non-perishable materials which in the opinion of the Architect/Project Manager are in accordance with the contract and have been brought on site in connection herewith & adequately stored and protected against damage by any cause whatsoever, but which have not at the time of the advance being claimed been incorporated in the works scaffolding, props, formwork, sand, metal & constructional plant or machinery shall not qualify for such advances.

For the purpose of evaluating the works and materials as above the Project Managers shall prescribe & the Contractor shall furnish such returns & documents as may be called for.

Any sums due from the Contractor on account of stores, or any such other things provided by the Employer shall be deducted from the first or subsequent advance.

The Project Managers shall from time to time recommended the amount which the Contractor is entitled payments "on account" shall be made there after on the recommendation of the Architects with in the period indicated in the contract.

Any certificate for interim payment may be modified or corrected by an subsequent interim certificate or by final certificate and no certificate of the Project Managers in respect of an advance payment shall of itself be conclusive evidence that the work which it relates are in accordance with the contract.

Contractor shall submit only commutative bills every time. Rates claimed shall be on the basis of work done at site and as approved by the Architect.

All deductions shall be on work done so arrived at, for the complete work. All deductions on clients supply will be fully applicable irrespective of its computation as mutually decided with Architect.

All bills shall be supplied in three copies.

Relevant updated measurements with the bill only shall be considered.

No certificate of the Architect shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract. The Architect shall have power to with hold any certificate if the work or any parts thereof are not being carried out to their satisfaction. Payments upon the Architect certificate shall be made within the period mentioned in the Appendix "period of honouring certificate" after such certificate have been delivered to the Employer.

Delay In Payment : The Contractor shall be paid a sums as per the certificate issued by the Architect with in fifteen days, after deduction of security and other amounts as applicable. An Interim payment of 70% of the bill amount of R.A. Bill submitted by the contractor after considering and taking in account all store issues, securities and other recoveries, shall be paid to the contractor on recommendation of the Architect if scheduled payments seems to be delayed. Balance 30% dues shall be paid after due checking and correction of total bill as per routine with in next 10 days. An interest of 12% per annum (simple interest) shall be paid by the Employer to the Contractor after this period of 15 days, for the delayed period.

51). **Final bill** : As soon as possible after the works have been completed successfully, but not later than two months from certified virtual completion date, the Contractor shall forward a certified final account to the Architect. This shall include reconciliation of all materials or things issued by the Employer, and in a form approved and in the manner prescribed by the Architects. No claims will be entertained after receipt of the final Bill.

The Architect shall check & certify the final Quantities admissible on the final bill. The Contractor shall be entitled to be paid this amount on the recommendation of the Architect, less the percentage indicated in the contract as security for performance during the defect liability period, and the value of all payments made on account against Interim certificates, and any other amounts payable to the Employer and any other deductions as applicable.

The amount retained from the Final bill towards security for the performance during the defect liability period shall be released @ 50% (Fifty percent) along with the payment of the final bill, and balance 50% shall be paid after the two months of expiry of defect liability period by the Employer on the issue of the certificate by the Architects.

Recovery of sums : Whenever under the contract any sum of money shall be recoverable from or payable due by the Contractor, the same may be deducted from any sum then due or may become due to the Contractor, under the contract with the Employer.

- 52). **Certificate of Virtual Completion :** The works shall not be considered as completed until the a certificate of virtual completion have been signed by the Architect and delivered to the Employer stating that the works have been completed and maintained to their satisfaction. Defects Liability period shall commence from the date of such certificate.

Cessation of Employer's Liability : The Employer shall not be liable for any matter or thing arising out of or in connection with the contract or the execution of the works, unless the Contractor shall have made a claim in writing in respect their of before the giving of the certificate of virtual completion under the clause.

Unfulfilled Obligation : Notwithstanding the issue of the certificate of virtual completion to the Contractor, he shall remain liable for the fulfillment of any obligation incurred under the provisions of the certificate of virtual completion, which remains unperformed at time such certificate is issued and for the purpose of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties hereto.

- 53). **Forfeiture :** If the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the contract under a committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if the Contractor shall assign the contract without the consent in writing of the Employer first obtained shall have an execution levied on his goods or if the Project managers shall certify in writing to the Employer that in his opinion the Contractor :

- a). Has abandoned the contract or
- b). Without reasonable excuse has failed to commence the works or has suspended the progress of the works for 28 days after receiving from the Architect written notice to proceed or
- c). Has failed to remove materials from the site or to pull down & replace work for 30 days after receiving from the Project managers written notice that the said materials or work has been considered & rejected by the Architect under these conditions or
- d). Is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or
- e). Has to the detriment of good workmanship or in defiance of the Architect's instructions to the contrary sub-let any part of the contract then the Employer may after giving fourteen days notice in writing to the Contractor enter upon the site and the work & expel the Contractor their from without there-by avoiding the contract or releasing the Contractor from any part of his obligations or liabilities under the contract or affecting the rights & powers conferred by the Employer on the Architect by the contract and may himself complete the works or may employ any other Contractor to complete the works & Employer or such other Contractor may use for such completion so much of the constructional plant temporary works and materials which have been deemed to be reserved exclusively for the execution of the works under the provision of

the contract as he or they may think proper & the Employer may at any time sell any of the said constructional plant temporary works and unusual materials and apply the proceeds of sale in or which may become due to him from the Contractor under the contract.

Valuation at date of Forfeiture : The Architects shall as soon as may be practicable after any such entry & expulsion by the Employer fix & determine ex-prate or by or after reference to the parties or after such investigation or enquiries as he may think to make or institute and shall certify what (if any) and at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the actual work done by him under the contract and what was the value of any unused or partially used of any constructional plant and any temporary works which have deemed to be reserved exclusively for the execution of the works under the provision the contract.

Payment after Forfeiture : If the Employer shall enter and expel the Contractor under this clause he shall not be liable to pay to the Contractor any money on account of the period of maintenance & thereafter until the cost of completion & maintenance damages for delay in completion (if any) & all other expenses incurred by the employer have been ascertained and the amount thereof certified by the Project Managers & recommended by the Architects, the Contractor shall then been titled to receive only such sum or sums (if any) as the Architect may recommend and would taken as due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him then the Contractor shall upon demand pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the employer and shall be recoverable accordingly.

- 54). **Urgent Repairs :** If by reason of any accident of failure or other event occurring to in or in connection with the works or any part thereof either during the execution of the works or during the period of maintenance any remedial or other work or repair shall in the opinion of the Architect be urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair as the Contractor was liable to do at his own expense under the contract, all costs and charges properly incurred by the employer in so doing, on the demand be paid by the Contractor to the Employer from any payment due or which may become due to the Contractor provided always that the Architect shall as soon after the occurrence as of any such urgency as may be reasonable practicable notify to the Contractor thereof in writing.
- 55). **Service of Notice to Contractor :** Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by post to or leaving the same at the Contractor's principal place of business (or in the event of the Contractor being a company to or at its registered office).
- 56). **Price to be firm :** Unless otherwise provided no adjustment to the contract price shall be made in respect of any increase or decrease after the submission of the Bid in the prevailing cost of labour or materials which result in an increase or decrease of cost to the Contractor in carrying out the works.
- 57). **Extra Items :** Rates of extra items if admissible / ordered in written by the Architect, shall be derived on the following base :
- a). Contractor shall submit his item rates (within fifteen days of being asked to execute such an item) along with necessary analysis of men & materials used therein and the proof thereof for the work to be executed at site 15% over and above these rates shall only be considered towards his overheads and profits as certified by the Architect and the same shall become payable on recommendations of Architects to the Employer.
- 58). **Plant etc to be exclusive for use on the works :** All constructional plant, temporary works and materials provided by the Contractor shall when brought on to the site be deemed to be exclusively intended for the use on the works construction and completion of the works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site

to another) without the previous consents in writing of the Project Managers which shall not be unreasonably withheld.

- 59). **Un-fixed/un-used materials when taken into account, to be the property of the Employer:** When in any certificate of which the Contractor has received payment the Architect have included the value of unfixed materials intended for and or placed on or adjacent to the works such materials shall become the property of the Employer for any loss or damage to which the Contractor shall be responsible and they not be removed from the site except for use upon the work without the written authority of the Architect/Project Manager.
- 60). **Guarantee Periods :** The anti-termite, damp & waterproofing treatments are to carry performance guarantee for minimum of 10 (Ten) years. A guarantee bond on a stamp paper of Rs. 100 shall be executed by the contractor to this effect on final settlement of the final bill.
- 61). **Force Majeure :** Any dispute in, or failure of the performance of either party hereto shall not constitute default there under or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrence such a Acts of God or the public enemy, expropriation or confiscation of facilities by Government authorities compliance with any order or request of government Authorities, Acts or War, Rebellion, Sabotage or Fire, Bandhs Public disturbances, Flood, Explosion, Riots or Strikes and Lockouts. If the force majeure continues beyond 60 days, the parties shall mutually decide about the future course of action.
- 62). **Safety Code :** The Contractor shall adhere to safe construction process and against hazardous and unsafe working conditions and shall comply with relevant safety regulations as per factory act and other statutory acts, rules. Regulations etc., prescribed by controlling authorities, legislation etc., and safety rules as per Indian Standard shall be observed.
- 63). **Termination of contract by Employer :** The contract may be terminated by the Employer, in case :
- If the Contractor (being an individual or a firm) commit any "Act or insolvency" or shall be adjudged and insolvent, shall make an assignment or composition for benefit of the greater part in number or amount of his creditors, or shall enter into a Deed of Assignment with his creditors or, (being an incorporated company) shall have an order made against it or pass an effective resolution of winding up either compulsory or subject to the supervision of the court or voluntary, or if the official assignee of the Contractor shall repudiate the contract or if the official assignee or the liquidator in any such winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfil the contract and if required by the Architect to give security therefore or if the Contractor, (whether an individual, firm or incorporated company) shall suffer execution to be issued, or shall assign or sublet the Contract without the consent in writing of the Architect first obtained, or any payments due or which may become due to the Contractor there under, or if the Architect shall certify in writing to the Employer that in their opinion the Contractor has :
- a) Abandoned the Contract, or
 - b) Failed to commence the work, or has without any lawful under these conditions suspended the progress of the work for fourteen days after receiving from the Architect written notice to proceed, or
 - c) Failed to proceed with works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
 - d) Failed to remove materials from the site or to pull down and replace works within seven days after receiving from the Architect written notice that he said materials or work were condemned and rejected by the Architect under these conditions, or
 - e) Neglected or failed persistently to observe and all or any or the acts, matter or things by this contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor to observe or perform the same, or

- f) To determent of good workmanship or in defiance of the Architect Instructions to the contrary sublet any part of the Contract.

Then, and in any of the said causes the Employer with the written consent of Architect may notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract, but without there by affecting the power of Architect or the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the Contract had not been so determined and as if the works subsequently executed has been executed by or on behalf of the Contractor and further, the employer with the consent of the Architect by his agents or servant may enter upon and take possession of the works and all plants, tools, scaffolding sheds, machinery steam and other power, utensils and materials, lying upon the premises or the adjoining lands or roads, and use the same as his own property or employ the same means of his own servants and workmen in carrying on and completion the works by employing any other Contractors or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using materials and plant for the work. When the work shall be completed, or as soon thereafter as convenient the Architect shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of 14 days after receipt thereof by him, the employer may sell the same by public auction and shall give credit to the Contractor for the amount so realized.

The Architect shall thereafter ascertain and certify in writing under their hand what (if anything) shall be due or payable to by the Employer, for the value of the said plant and materials so taken possession of by the Employer, and the expense or loss which the Employer shall have been put to in getting the works to be completed and the amount, if any owing to the Contractor and the amount which shall be so certified shall, thereupon be paid by the Employer to the Contractor or by Contractor to the Employer, as the case may be, and Certificate of the Architect shall be final and conclusive between the parties.

- 64). **Termination of contract by Contractor** :The contract also may be terminated by the Contractor, in case :

If payment of the amount payable by the Employer under any certificate of the Architect with interest as provided for hereinafter shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount with interest as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interfere with or obstruct the issue of any such certificate or if the Employer, commit any "Act of insolvency" or if the employer shall have an order made against it or pass an effective Resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily or if the official Assignee of the Employer shall repudiate the Contract, or if the official Assignee of the Liquidator in any such winding up shall be unable within fourteen days after notice to him requiring him so to do, to show to the reasonable satisfaction of the Contractor that he is able to carry out and fulfill the contract and to make all payments due and to become due there under and, if required by the Contractor to give security for the same or if the works be stopped for three months under order of the Architect or by any Injunction or other order any Court of Law, then and in any the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer through the Architect and he shall be entitled to recover from the Employer payment for all works executed and for any loss he may sustain upon any plant or materials supplied for the purpose of Contract.

- 65). **Settlement of Dispute/Arbitration** : The Architect's decision, opinion, direction, certificate or valuation with respect to all or any of the matters under this contract shall be final and conclusive and binding on both the parties hereto, and shall be without appeal.

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of works (whether during the progress of the works or after their completion, and whether before or after the determination abandonment or breach of the contract) between the Contractor and the Employer, concerning the interpretation or implementation of the contract, all question & disputes relating to the meaning of specifications, drawings, designs and instructions

hereinbefore mentioned and as to the quality of workmanship of materials used on the work or as to any other questions, claim, right matter or anything whatsoever in any way arising out of or relating to the contract designs, drawings, specifications, estimates, quantities, instructions, orders or these conditions or otherwise shall be referred to and settled by the Architect.

The parties shall undertake all efforts to reach a settlement by amicable means as soon as possible. If such an amicable settlement is not reached, the dispute shall then be referred to arbitration.

The party invoking Arbitration shall give a list of disputes mentioning amount claimed in respect of each dispute and notice for appointment of Arbitrator along with the reason and reference to the rejection by the present appeal.

The claim of the Contractor shall be deemed to have been waived and absolutely barred, and the Employer shall be discharged and released of all liabilities under this contract in respect of these claims, if the Contractor does not make any demand of arbitration in writing within 15 days of submitting the final bill.

The arbitration proceedings shall be governed by the provision of law of the Indian Arbitration & Conciliation Ordinance 1996 or any re-enactments or statutory modifications thereof for the time being in force.

The venue of Arbitration will be at **Lucknow** only.

The fees of Arbitrator if required, to be paid before the award is made and published, shall be paid half and half by each of the parties. The cost of arbitration shall be in the discretion of the arbitrator who may direct to any by whom and in what manner such payment or part thereof shall be paid and settle the total amount.

The award passed by the arbitrator/s shall be final and binding on the parties.

GENERAL SPECIFICATIONS

1). QUALITY:

All materials for incorporation into the works shall be of the best quality of their respective kinds as specified herein and shall be obtained from sources and suppliers approved by the Project Managers or their Respective and shall comply strictly with the test prescribed herein after or where the tests are not laid down in this specification, with the requirements of the latest issue of the relevant Indian Standard by the Project Managers.

2). INSPECTION & TESTING :

All materials before being incorporated into the works shall be subjected to inspection and testing as provided in the conditions of contract and else where in the specifications. The cost of all approved standards shall deemed to be included in the Contract Rates.

3). SAMPLES :

No materials shall be used in the works unless the Architects/Project Manager or the Employer has first approved those. The Architect or their representative may call for samples of all materials proposed to be used in the works, to be supplied by the Contractor, at any time.

4). INDEPENDENT TEST & ANALYSIS :

Independent test and analysis of any of the materials may be made from time to time by a testing house or analyst appointed by the Project Managers or their representative in order to check the supplier's works tests and analysis. The Contractor shall be at his own expense supply and deliver to a Testing house or Analyst such materials as may be directed by the Project Managers or their representatives. The cost of all successful tests on actual basis, and all other costs shall be borne by the Contractor. However, the testing of concrete cubes shall be governed by the specific terms set out herein after in these specifications.

A). EARTHWORK

1). SITE CLEARANCE:

The site shall be cleared of rubbish of all kinds, rocks, trees, dirt and superfluous earth, all buds, brush wood, stumps of trees and saplings, grass and other rank vegetation etc.

The all serviceable materials to be stacked at site and in a manner as directed by the Architects/Project Manager. All cavities or holes formed shall be filled with good earth well rammed and finished neatly.

Site clearance shall be done seven meters around the proposed construction. The Contractor shall provide all labours, tools and materials for site clearance at his own cost.

2). PROFILES:

Shall be with pegs, bamboo, strings or burgees to show the correct formation before the start of work and maintained till the completion of the work.

3). BENCH MARK AND LEVELS:

The Contractor shall layout one or more permanent bench marks in some central place before start of the work, from which all important levels exact bed levels for the excavation will be set. The Contractor shall provide all labour and material for setting levels and profiles at his own cost.

4). LEVELING OF SITE:

The ground levels after site clearance shall be taken before the start of the work, recorded in a level book duly signed by the Contractor and the Architect. Similarly final levels shall be taken and recorded in the level book signed by the Contractor and the Architect.

The quantities shall be computed by averages method. The cross-section shall be taken at every 5.0M apart in both directions in a fairly level ground and in an undulating ground correction shall be taken at closer distances to be decided by the Architect/Project Manager.

All useful materials such as gravel, stone relics of antiquity, coins fossils, etc met with during excavation shall remain the property of the Employer and shall handed over to the Architect/Project Manager on behalf of the Employer.

All cutting shall be done from top to bottom. No under mining shall be permitted. Cutting shall be done to precise level and any cutting taken deeper shall be made good to the required level without any extra cost. The final surface shall be nearly dressed.

5). EXCAVATION :

The foundation trench or excavation for the basement shall be excavated to the exact width of the lowest step of the foundation/footing or level as shown on drawing.

The sides shall be kept vertical and bottom shall be horizontal both transversely and longitudinally as shown on the drawings. Steps shall be squarely benched out as shown on earth shall be deposited at least three meters or 1/3rd of depth away from the edge of excavation whichever is more.

Working space on the outer periphery shall be provided (if required) as per IS codes and shall be paid as per actual or as per IS: 1200, which ever is less. The bottom shall be made level and compact by watering and ramming, any soft and defective spots detected shall be filled with concrete of the mix as specified for foundations or as directed by the Architect. Cost of such concrete shall be paid to the Contractor.

In case, excavation is taken deeper than required, the extra depth shall be made good with concrete as specified for foundation or as directed by the Architect, at no cost to the Employer.

The Contractor shall at his own expense, shall make provision for all shoring, strutting, closer open timbering, pumping, dredging or bailing out water, taking all precautions for holding and supporting the unexcavated sides of the basements / trenches so that the soil doesn't fall / collapse, and the trenches / basement excavation shall be kept free from water until the work in foundations is completed and trenches refilled. The trenches shall be inspected and passed before concrete is placed.

6). EXCAVATION IN ROCK:

The specification for earthwork shall apply to excavation in rock in general. The cutting in rock shall either by blasting, chiselling, wedging or any other method to the required width and depths as directed by the Architects/Project Manager. The measurement of rock when made from stacks, which shall be made with the spoils, shall be reduced by 50% for payment as excavation. The rock spoil shall remain the property of the Employer.

7). CLASSIFICATION OF SOILS:

If soils of any classification other than specified in the schedule of works is met with during excavation, no work shall be done until the decision of the Architects/Project Manager as to the Classifications of soil, level or the striate of different classification and their location is obtained in writing.

The materials to be excavated shall be classified as follows unless otherwise specified:

- a). **Soft/Loose soil:** Such as vegetable or organic soil, turf, gravel, sand, silt, loam, clay, peat etc, which yields to the ordinary application of pick and shawl, or the phawra rake or other ordinary digging implements.

- b). **Hard Dense soil:** Such as stiff clay, gravel and cobbles (rock fragment usually rounded or semi rounded having maximum diameter between 80 to 800mm) which require the close application of picks or jumpers or scarifiers to loosen.
- c). **Soft Disintegrated Rock :** Rock or boulders, which do not require blasting but can be queried or split with crow bars such as latterly and hard conglomerate.
- d). **Hard Rock :** Any rock boulder which require blasting or chiselling. Where levels for different soil strata cannot different soils of various classifications separately for measurement purposes and then disposing off as directed.

8). EARTH FILLING:

Filling can be in the side of foundation trenches, under floors and for site formation. The earth to be used for filling shall be free from salt peter organic or other foreign matter. The space around the foundations in trenches and under floor shall be cleared of all debris, brick piece, or any other rubbish, surplus mortar falls etc.

Filling shall be done in layers not exceeding 200mm thickness. Each layer shall be well watered and rammed to the satisfaction of the Architects/Project Manager. Final surface shall be nearly dressed.

The earth filling shall be computed from levels recorded before of filling and after completion of filling. The quantity so computed shall be paid with deduction of 1/13 as mentioned in above para, for open site formation and without any deduction of 1/13 for filling under floors i.e. in confined situations.

9). DISPOSAL OF EXCAVATED SOIL:

The surplus excavated soil if any, dispose off from site after the approval of Architect/Project Manager and an extra payment as decided before the start of work shall be paid in this regard.

10). RE-EXCAVATION:

No separate payment shall be made for re-excavation or loosening of excavated soil for disposal and transportation due its having become hard or consolidated due to passage of time, rains or any another cause whatsoever.

11). SAND FILING:

The sand shall be clean and free from any foreign material. Sand filling shall be done, measured and paid in the same manner as earth filling as described.

B). REINFOCED CONCRETE AND ALLIED WORKS

1). SCOPE :

This specifications cover the general requirements for concrete to be used on jobs using on-site production facilities including requirements in regard to the quality, handling, storage of ingredients, proportioning, batching, mixing and testing of concrete and also requirements in regard to the quality, storage, bending and fixing of reinforcement. This also covers the transportation of concrete from the mixer to the place of final deposit and the placing, curing, protecting, repairing and finishing of concrete. All the RCC and allied works shall be done as per relevant BIS codes and good engineering practices.

2). GENERAL :

The quality of materials and method and control of manufacture and transportation of all concrete work irrespective of mix, whether reinforced or otherwise, shall conform to the applicable portions of this specifications.

The Architects / Project Manager shall have the right to inspect the source/s of material/s, the layout & operation of procurement & storage of materials, the concrete batching & mixing equipment, &

the quality control system. Such an inspection shall be arranged by the Contractor Architect's / Project Manager's approval shall be obtained, prior to starting of concrete work.

3). MATERIALS FOR STANDARD CONCRETE :

The ingredients to be used the manufacture of standard concrete shall consist solely of a standard type Portland cement, clean sand, natural coarse aggregate, clean water and admixtures, if specifically called for in the drawings or in the specifications.

I). WATER : Water used for both mixing and curing shall be free from injurious amounts of deleterious materials. Potable waters are generally satisfactory for mixing and curing concrete.

In case of doubt, the suitability of water for making concrete shall be ascertained by the compressive strength and initial setting time test specified in IS:456. The sample of water taken for testing shall be typical of the water proposed to be used for concreting, due account being paid to seasonal variation.

The sample shall not receive any treatment before testing other than that envisaged in the regular supply of water proposed for use in concrete. The sample shall be stored in a clean container previously rinsed out with similar water.

Where water can be shown to contain an excess of acid alkali, sugar or salt, Project Managers may refuse to permit its use.

Average 28 days compressive strength of at least 3 nos. concrete cubes prepared with water proposed to be used shall not be less than 90% of the average strength of three similar concrete cubes prepared with distilled water.

The initial setting time of test block made with the appropriate test cement and water proposed to be used shall not be less than 30 minutes and shall not differ more than plus/minus 30 minutes from the initial setting time of control test block, prepared with the appropriate test cement & distilled water. The test blocks shall be prepared and tested in accordance with the requirement of IS: 4031.

II). REINFORCEMENT BARS : Reinforcement bars, if supplied or arranged by Contractor, shall be thermo mechanically treated bars as per as IS, as shown and specified on the drawings. Wire mesh or fabric shall be in accordance with IS:1560. Substitution of reinforcement will not be permitted except upon written approval from the Architect/Project Manager.

The reinforcement shall not be kept in direct contact with the ground but stacked on top of an arrangement of timber sleepers or the like. Reinforcement shall be coated with cement wash before stacking to prevent scale and rust. Fabricated reinforcement shall be carefully stored to prevent damage, distortion, corrosion and deterioration.

Quality : All steel shall be of Grade -I quality unless specifically permitted by the Architect. No re-rolled material will be accepted. If demanded by the Architect, Contractor shall submit the manufacturer's test certificate for steel. Random tests on steel supplied by Contractor may be performed by Employer as per relevant Indian Standards. All costs incidental to such tests shall be at Contractor's expense. Steel not conforming to specifications, shall be rejected.

All reinforcement shall be clean, free from grease, oil, paint, dirt, loose mill scale, loose rust dust, bituminous materials or any other substances that will destroy or reduce the bond. All rods shall be thoroughly cleaned before being fabricated. Pitted & defective rods shall not be used. All bar shall be rigidly held in position before concreting. No welding of rods to obtain continuity shall be allowed unless approved by the Projects Managers. If welding is approved, the work shall be carried out as per IS:2751 according to best modern practices and is directed by the Architect/Project Managers. In all cases of important connections, strength of bars welded with special precaution, as specified by the Architect/Project Managers shall be taken in welding of cold worked reinforcing bars & bars other than mild steel.

Over Laps : Laps and splices for reinforcement shall be as shown on the drawings. Splices in adjacent bars shall be staggered & the locations of all splices, except those specified on the drawings, shall not be lapped unless the length required exceeds the maximum available lengths of bars at site.

Bending : All bars shall be accurately bend according to the sizes & shapes shown on the detailed working drawings/ bar bending schedules. They shall be bent gradually by machine or other approved means reinforcing bars shall not be straightened and re-bent in manner that will injure the material bars containing cracks or splits shall be rejected. These shall be bend cold, except bars of over 25mm in diameter which may be bent hot if specifically approved by the Architect/Project Manager. Bars which depend for their strength on cold working shall not be bent hot. Bars bent hot shall not be heated beyond cherry red colour (not exceeding 654° c) & after bending shall be allowed to cool slowly without quenching. Bars incorrectly bent shall be re-bent be such as shall not, in the opinion of the Architect/Project Manager injure the material. No reinforcement shall be bent when in position in the work without approval, whether or not it is partially embedded in hardened concrete. Bars having kinds or bends other than those required by design shall not be used.

Fixing : Reinforcement shall be accurately fixed by any approved means and maintained in the correct position shown in the drawings by the use of blocks, spacers, and chairs as per I.S. 2502 to prevent displacement during placing and compaction of concrete. Bars intended to be in contact at crossing point shall be securely bound together at all such point with number 1.6 gauge annealed soft iron wire. The vertical distances between required successive layers of bars in beams or similar members shall be maintained by the provision of mild steel spacer bars at such intervals that the main bars do not perceptibly sag between adjustment spacer bars.

Cover to reinforcement : Unless indicated otherwise on the drawings, clear concrete cover for reinforcement (exclusive of plaster or other decorative finish) shall be as follows :

- 1). At each end of reinforcement bar not less than 25 mm nor less than twice the diameter of such bar.
- 2). For longitudinal reinforcement bars in column, not less than 40mm nor less than the diameter of such bar. In the case of columns of minimum dimensions of 200mm or under, whose reinforcing bars do not exceed 12mm cover of 25mm may be used.
- 3). For longitudinal reinforcement bars in beam, not less than 25mm nor less than the diameter of such bar.
- 4). For tensile, compressive, shear or other reinforcement in a slab, not less than 15mm nor less than the diameter of such bar.
- 5). For any other reinforcement, not less than diameter of such bar.
- 6). Increased cover thickness may be provided when surfaces of concrete members are exposed to the action of harmful chemicals (as the case of concrete in contact with earth faces contamination with such chemicals, acid, vapour, saline atmosphere, sulphurous smoke (as in the case of stream operated railways), etc. and such increase of cover may be between 15mm and 50mm & beyond the figure in (1 to 5) above as may be specified by the Project Managers.
- 7). For concrete of grade M-25 and above, the additional thickness of cover specified in (6,7 & 8 above) may be reduced to half. In all such cases the cover should not exceed 75 mm.
- 8). Projection to reinforcement in case of concrete exposed to harmful surroundings may also be given by providing a dense impermeable concrete with approved protective to the extra cover, mentioned in (6), (7) and (8) above, may be reduced by the Architect/Project Manager to those shown on the drawings.
- 9). The correct cover shall be maintained by cement mortar briquettes or other approved means reinforcement for footings, grade beams and slabs on sub grade shall be supported on precast concrete blocks as approved by the Project Managers. The use of pebbles or stones shall not be permitted.

- 10). The minimum clear distance between reinforcing bars shall be in accordance with IS:456 or as shown in drawings.

Inspection : Erected & secured reinforcement shall be inspected and approved by Architect/Project Manager prior placement of concrete.

III). DESIGN MIX CONCRETE

All reinforcement concrete in the works shall be "Design Mix Concrete" as defined in I.S. 456/1978. The concrete shall be as per the structural drawings provided by the structural consultant.

XV). CURING :

All concrete shall be cured by keeping it continuously damp for the period of time required for complete hydration and hardening to take place. Preference shall be given to use of continuous sprays, or pounded canvas or other absorbent material or approved effective curing compound applied with spraying equipment capable of producing a smooth even textured coat. Extra precautions shall be exercised in curing concrete during cold and hot weather. The quality of curing water shall be the same as that used for mixing concrete.

XVI). FINISHING'S :

This specifications is intended to cover the treatment of concrete surfaces of all structures. Areas requiring special finish not covered by this specifications shall be clearly indicated on the drawings and special specifications shall be furnished.

For surfaces against backfill or concrete is to be placed, no treatment is required except repair of the defective areas.

For surfaces below grade which will be received water proofing treatment the concrete shall be free of surface irregularities which is specified for use.

Surfaces which will be exposed to the weather and which would normally be level, shall be sloped for drainage: unless a drawing specifies a horizontal surface or shows the slopes required.

The top of narrow surfaces such as stair treads, walls curbs and parapets shall be sloped across the width approximately 1to 30. Broader surfaces such as walk way roads, parking areas and platforms shall be sloped about 1: 50.

Surfaces that will be covered with concrete topping, terrazzo or quarry tile, and similar surface shall be smooth, screeded and leveled to produce even surface. Surface irregularities shall not exceed 6mm. Surface will not be covered by backfill. Concrete or tile topping such as outside decks, sidewalks, floors & slab shall be consolidated, screeded and floated. Excess water and laitance shall be removed before final finishing operations, they should produce uniform surface in texture and free from screed marks or other imperfections. Joints or edges shall be tooled as called for on the drawings or as directed by the Architect/Project Manager.

Standard Finish for exposed concrete : Exposed concrete shall mean any concrete other than floors or slab exposed to view upon completion of the job unless otherwise Specified on the drawings. A smooth finish shall be obtained with the use of lined or plywood forms having smooth and even surfaces and edges. Panels and form linings shall of uniform size and be as large as practical and installed as closed joints. Upon removal of forms the joints marks shall be smoothed off and all blemishes projections etc, removed leaving the surface reasonable smooth. and unmarked.

Integral Cement Concrete Finish : When specified on the drawings an integral cement concrete finish of specified thickness for floors & slabs shall be applied either monolithic or bonded, as specified on the drawings as per IS:2571. The surface should be compacted floated with a wood float or power floating power machine. It should be tested with a straight edge & any high low stops

eliminated. Floating or trowelling of the finish shall be permitted only after all surface water has evaporated. Dry cement or a mixture of dry cement & a sand shall not be sprinkled directly on the surface of the cement finish to absorb moisture or to stiffen the mix.

Rubbed finish : A rubbed finish should be provided only on exposed concrete surfaces as specified on the drawings. Upon removal of forms all fins and other projections on the surfaces shall be carefully removed, offset leveled and avoids &/or damaged sections immediately saturated with water and repaired by filling with a concrete or mortar of the same composition as was used in the surface. The surface shall then thoroughly wetted and rubbed with carborundum or other abrasive. Cement mortar may be used in the rubbing, but the finished surface shall not be brush coated with either cement or grout after rubbing. The finished surfaces shall present a uniform and smooth appearance.

Protection : All concrete shall be protected against damage until final acceptance by the Architect/Project Manager.

XVII). **FORMWORK :**

The form work shall consist of shores, bracings ,sides of beams & columns, bottom of slabs etc. Including ties anchors, hangers inserts etc. complete which shall be properly designed and planned for the work. Formwork shall be so constructed that vertical adjustments can be made to compensate for take up and settlements. Wedges may be used at the top or bottom of the timber shores but not at both the ends to facilitate vertical adjustments or dismantling of the formwork.

Design of the formwork : The design and engineering of the formworks well as its constructions shall be the responsibility of Contractor. If so instructed the drawings and calculations for the design of the formwork shall be submitted well in advance to the Project Managers for approval before proceeding with work at no extra cost to the Employer. Project Managers approval shall not however relieve Contractor of the full responsibility. Design shall take into account all the loads, vertical as well as lateral, that the forms will be carrying, including live and vibration loadings.

Tolerance : Tolerance is a specified permissible variation from lines, grades, dimensions given in drawings. No tolerances for horizontal/vertical building lines/footings shall be constructed to permit encroachment beyond the legal boundaries.

XVIII). **FOUNDATION BEDDING, BONDING AND JOINTING :**

All surfaces upon or against which concrete will be placed shall be suitably prepared by thoroughly washing, cleaning & dewatering as may be indicating in the plans or as the Project Managers may direct.

Soft or spongy areas shall be cleaned out or backfilled with either a soil cement mixture or lean concrete or clean sand fill compacted to a minimum density of 90% modified proctor unless other wise mentioned in schedule of works.

Prior to construction of formwork for any item where soil will act as bottom approval shall be obtained by the Project Manager as to the suitability to the soil.

Preparation of the rocks strata of foundation

To provide tight bond with rock foundation the rock surface shall be prepared and the following general requirements shall be observed.

Concrete shall not be deposited on large sloping rock surfaces, if indicated by the Project Manager the rock should be cut to form rough steps or benches to provide roughness or a more suitable bearing surface.

Rock foundation stratum shall be prepared by picking, barring, wedging and similar methods which will leave the rock in an entirely sound and unsheltered condition.

Shortly before concrete is placed, the rock surface shall be cleaned with high-pressure water and air even though it has been previously cleaned in that manner.

Before placing concrete on rock surfaces all water shall be removed from the depression to permit through inspection proper bonding of the concrete to the rock.

Preparation of earth strata of foundations

All the earth surfaces upon which or against which concrete is to be placed shall be well compacted and free from standing water, mud or debris. Soft yielding soil be removed and placed with suitable earth stratum for receiving concrete. The surface of the absorptive soil against which concrete has to be placed shall be moistened thoroughly so that no moisture will be drawn from the freshly placed concrete.

Preparation of the concrete surfaces

The preparation of the concrete surfaces upon which additional concrete is to be placed later shall preferably be done by scarifying and cleaning while the concrete is between its initial and final set. This method shall be used wherever practicable and shall consist of cutting the surface with picks and stiff brooms and by use of an approved combination of air and water jet as directed by the Project Managers. Great care shall be taken in performing this work to avoid removal of too much mortar and the weakening of the surfaces by loosening of aggregate.

When it is not practicable to follow the above method it will be necessary to employ air tools to remove laitance and to roughen the surface.

The final required result should be pitted surface from which all dirt, unsound concrete laitance & grazed mortar have been removed.

Bonding Treatment (Mortar)

After rock concrete upon which new concrete is to be placed have been scarified cleaned and wetted as specified here in., they shall receive a bonding treatment immediately before the placement of the concrete.

The bonding medium shall be coat of cement and sand mortar. the water cement ratio shall be determined by placing conditions and as approved by the Project Manager.

Bonding mortar shall be placed insufficient quantity to completely cover the surface about 10 mm thick for rock surface and about 5mm thick for concrete surfaces. It shall be brushed or broomed over the surface and worked thoroughly in to all cracks crevices and depressions. Accumulations or puddles and shall be brushed out to a satisfactory degree as determined by the Project Manager.

Mortar shall be placed at such a rate that it can be brushed over the surface just in advance of placement of concrete. Only as much as area shall be covered with mortar as can be covered with concrete before initial set in the mortar takes place. The amount of mortar that will be permitted to be placed at any one time, or the area which it is to be covered shall be in accordance with the Project Manager's directions.

Cleaning and Bonding Formed Construction Joints.

Vertical constructions joints shall be cleaned as specified above or by the Project Manager. In placing concrete against formed construction joints the surface of the joints where accessible shall be coated thoroughly with the specified bed joint. Bonding mortar immediately before they are covered with concrete. If impracticable the concrete is brought into intimate contact with the surface of the joint by careful puddling and spading with aid of vibrators and suitable tools.

Expansion and Contraction

Provision shall be made for expansion and contraction in concrete by use of special type joints located as shown on the drawings or as directed by the Project Managers.

XIX). INSPECTION :

All materials workmanship and finished constructions shall be subjected by the continuous inspection and approval of the Project Manager.

All materials supplied by the Contractor and all work or construction performed by the Contractor, rejected as not in conformity with the specifications and drawings shall be immediately replaced at no additional expense to the Employer.

Approvals of any preliminary materials or phase of work shall in no way relieve the Contractor from the responsibility of supplying concrete and or producing finished concrete in accordance with the specifications and drawings.

All concrete shall be protected against damage until final acceptance by the Employer.

XX). CLEANING UP :

- a) Upon the completion of the concrete work all form equipment, construction tools, protective coverings and any debris resulting from the work shall be removed from the premises.
- b) All debris i.e. empty containers scrap wood etc.. shall be removed to "dump " or as directed by the Project Managers.
- c) The finished concrete surfaces shall be left in a clean condition to the satisfaction of the Project Managers.

XXI). PLAIN CEMENT CONCRETE FOR GENERAL WORK :

- a) For plain cement concrete work, the satisfaction of materials viz. cement, sand, fine and coarse aggregate and water shall be the same as that specified in reinforced concrete work specifications.
- b) But the proportion of mix will be nominal and the ratio of the fine coarse aggregate may be slightly adjusted within limits keeping the total volume of aggregate to a given volume of cement constant to suit the sieve analysis of both the aggregates. Cement shall in account be measured by volume ,but shall always be used directly from the bags.(i.e. 50 kg/bag).
- c) The proportion of cement ,sand ,aggregate for concrete of proportion of 1:5:10; 1:2:4 by volumes shall generally consist of quantities as given below:
- d) However all concreting shall only commence after the approval of Project Managers along with cement consumption ratio.
- d) The quantity of water used shall be such as to produce concrete of consistency by the particular class of work.& shall be decided by the use of slump cone. Sufficient care should be taken to see that no excess quantity of water is used. final proportion of the aggregate & the quantity of water shall be decide by the Project Managers on the basis of test in each case.

The slump shall be specified for each class of work and shall in general be as follows.

| Type of concrete | Mix slump(Millimetres) |
|--|------------------------|
| Mass concrete | 50 |
| Concrete below water proofing treatment. | 50 |
| Coping | 25 |
| Floor and Paving | 50 |

- e) All plain concrete shall be preferably mixed in power driven machine with a loading hopper which will permit the accurate measure of various ingredients. If hand mixing is authorized, it should be done on a water tight platform.
- f) The mixing of each batch in the concrete mixer shall continue for not less than one and a half minute after the materials and water are in the mixer .The mixer shall rotate at a peripheral speed of about 60 m per minute.
- g) Concrete shall be poured and consolidated in its final position with in half an hour of mixing. The re-tempering of concrete, which has partially hardened, that is remixing with or without

additional cement, aggregate or water shall not be permitted. Concrete in CC 1:3:6 & CC 1:2:4 will be required to be vibrated if specified and directed by the Project Managers. In case if the thickness of concrete is more than 150mm it may be vibrated if directed by the Project Manager.

- h) The concrete shall be cured for 10 days in ordinary weather & 15days in cold weather.
- i) Measurement for the work done shall be exact length, breadth and depth shown in figures on the drawing or as instructed by the Architect/Project Manager & after the concrete is consolidated. Nothing extra shall be paid for excess quantity resulting from faulty workmanship.

GENERAL SPECIFICATIONS FOR MATERIALS

The Contractor under this Contract commits himself to use best quality material and assumes full responsibility of the quality of all material incorporated and assumes full responsibility for the quality of work. The work shall be executed in accordance with the best engineering practice and as per instructions of Architect. All materials shall conform to respective Indian Standard, and Contractor shall allow in his rates for all the wastage in all materials.

CEMENT: As described in approved list of Material

FINE AGGREGATE (SAND): To be approved by Project manager

COARSE AGGREGATE: To be approved by Project manager

BRICKS AND BRICK TILES: Bricks shall be of uniform deep red or copper colour, well burnt, regular in shape and size and shall have sharp and square sides and edges and parallel faces to ensure uniformity in the thickness of the course of brickwork, and shall be free from cracks, chips, flaws, stones or lumps of any kind. This shall be sound, hard and homogenous in texture, and shall conform to the requirements of 1st class bricks stipulated in IS: 1077-1979 "Common Burnt Clay Building Bricks", having minimum strength of 75 Kg/Sqcm.

The size of bricks shall be 229x112x75mm unless otherwise specified, with a tolerance of ± 3 mm in length, ± 1.5 mm in width and thickness. The bricks shall be provided with frogs of 10mm depth on one of the flat faces. They shall give the ringing sound when struck with each other. After 24 hours immersion in water absorption by weight shall not exceed 20% of the dry weight of bricks when tested according to IS: 1077-1979.

SCAFFOLDING: Scaffolding as required/directed by Project manager.

FORM WORK: All props planks, plates, brace, ties, bolts, wedges etc. shall be approved and all formwork shall be sufficiently strong and sound for the purpose. Formwork shall be thoroughly cleaned with wire brush etc. after and before use and oiled (clear/fresh) or greased each time before use. Wooden formwork shall be replaced from time to time with new timber, as necessary and steel plates shall be got repaired from time to time.

For all exposed work, all the forms of fresh and raw steel are used as per pattern given by Architect for the various members of the structure.

STEEL SHUTTERING: The shuttering plates used will be made of steel sheets, strengthened at the edges and in middle to prevent sagging or any deflection when concrete is laid. These plates will be free from deformity or dents and should fit with each properly without any space or groove being left between adjacent plates to avoid any concrete slurry. If any concrete projects out between plates this will be neatly cut away.

WATER : Potable Water should be used for all the works.

REINFORCEMENT: As described in RCC work

CHICKEN WIRE MESH: Galvanized chicken mesh shall be of 24SWG 12mm size or as approved by the Architect.

HOLDFASTS: Holdfasts for door and window steel or timber frame shall be from M.S. flat 6mm thick, 30mm wide, one end fish detailed and other end turned down 75mm with 2 nos. of holes for the screws or bolts complete with 37 mm long screws or machine bolts.

Any specifications, not included in this document will be as per the drawings and instructions of the Architect issued from time to time. The contractor should clarify the same before execution of any such work(s). The Employer shall not pay any thing extra on account of correction of such construction whose specifications has not been clarified by the Contractor from the Architect.

SCOPE OF WORKS – FIXED PLINTH AREA RATES

The List of Items shall be read in conjunction with the drawings, the condition of the Contract and the specifications as these documents are jointly explanatory and descriptive of the work included in the Contract. The works include all Earth works & Excavation, Foundation, R.C.C. works, All shuttering and Form work, Brick Works, Plaster, Internal and external painting, Mild steel works including railings, grills etc., Structural steel works including Truss, Roof Covering over truss, Water Proofing, Doors & Windows, Flooring, Electrical Works (Internal), Plumbing works including pipes and joints, Sanitary works including all fixtures and fittings, Septic tanks, Water tanks , etc. all complete within all the buildings. The broad scope of various items shall include as under :

The work includes supply and cost of all the materials, hardware, labour, shuttering, equipments, supervising staff, carriage removing the malba from the site etc. all complete. The work includes erecting/ constructing/ dismantling/ cleaning the site etc. all complete as per instruction of the architect. The work shall be as per drawings, details and specifications supplied by the architect from time to time and to the complete satisfaction of the architect.

Inclusions

All Structural and allied works including R.C.C. works Foundation, Raft, Retaining Walls, Columns, Beams, Slabs, Projections etc. including ply shuttering as per structural Design and Drawings. This will include slab height from finish floor level 12 ft, internal & external plaster, electrical conduit piping & plumbing piping, earth excavation, disposal and refilling work , water proofing of basement raft and retaining walls, sunken areas & open terraces as per design and drawings. Filling of Foam Concrete in sunken area. Fixing of chowkhats and railings. , Mild steel works including railings, grills etc. Apron around the plinth, Vertical water proofing where ever required, anti-termite treatment, parapet, Plaster and treatment of other's property side external wall etc. The works include all shuttering, scaffolding, machines, equipment required for construction all complete. The rates will include preparation of base for flooring at all levels. RMC of grade M25 shall be used in Raft, Retaining, Beams and Slabs. Columns if casted with manually prepared concrete shall be of grade M25 and also will include electrical wiring, fitting and switches & plumbing finishing material and any concealed items which are required for plumbing fitting such as pipes, joints, diverter, concealed stop cock, concealed cistern etc.. Tiles & stone works, painting work, doors – windows frames & shutters including paint/polish, etc. are included in the scope of works.

EARTH WORK AND EXCAVATION

The works of item in this section to include :

1. Site clearance such as clearing of shrubs, brushwood, undergrowth, roots and small trees not exceeding 30cm in girth measured at 1m above ground.
2. Setting out the work, profiles, benchmarks etc.
3. Excavations in all soil types and all contours / levels either straight or curved in plane or to any desired shape.
4. Use and waste of necessary timbering in places where considered necessary by the Architect / Project Manager.
5. Provision of adequate barriers, lighting, and gangways across open trenches etc. for protection of workmen and public.

6. Getting out and throwing spoil clear of area being excavated or disposing clear of edge of excavation to avoid falling in, as directed by the Architect / Project Manager.
7. Filling back by the sides of foundations in plinth and in areas within site where required, and consolidating and disposing off surplus soil as directed.
8. Trimming all sides, plumb and square, leveling all bottoms, clearing out loose earth, slips and falls from excavations before concreting.
9. Work at all depths and locations, unless otherwise specified.
10. Bailing, pumping out or removing of water, which may accumulate in the excavation from all causes.
11. Signing guarantee Performa for anti-termite treatment i.e. satisfactory performance for minimum of 10 years.

MASONRY WORK :

The works for all items under this section to include:

1. All scaffolding, platforms, ladders, staging and plant required in the execution of work to any height or depth.
2. Hacking and roughening of concrete or other surfaces in contact with masonry for bondage.
3. Leaving out dowels from concrete members for anchorage.
4. Levelling up and preparing tops of walls for damp proof courses, Plinth beams, precast units etc.
5. Ranking out joints to specified depths either for plaster or pointing or finishing the joints flush as the work proceeds, as directed.
6. Bedding and pointing wall planes, cills, lintels etc. in or on walls, bedding and pointing drops, window and like structures in cement mortar.
7. Forming chases for edges of concrete floors or other units, for sealing in or other waterproofing layers etc.
8. Holes (cut and formed or left), for fixing pipes, bolts and other inserts and making good including grouting if necessary.
9. Building in holdfasts and such other inserts.
10. Work in pillars (round and squared) and also in circular work.
11. Keeping the work well wetted for ten days.
12. Work at all heights, depths and locations, unless otherwise mentioned.

FORM WORK & SHUTTERING:

The rates for all items under this section include:

1. Form work, centering, shuttering, boxing propping including nails, shuttering tape, special nuts, bolts etc. to provide formwork in perfect line, level and plumb position to the satisfaction of Architect/Project Manager.
2. Provide camber, slope and removal thereof, if require.
3. Providing shuttering oil or grease of approved quality.
4. Formwork for any shapes including residues, grooves, drip moulds etc.

5. Removal of formwork after the placing of cement concrete at the time as approved by the Architect.
6. All temporary platforms, ladders, staging and plant required in the execution of work to any height or depth.
7. Work at all heights, depths and locations, unless otherwise mentioned.

REINFORCEMENT WORK:

The works for all items under this section include:

1. Cleaning of rust, straightening, bending and placing, binding, fixing in proper position as per the drawings and specifications.
2. Providing 18SWG annealed binding wires, making necessary chairs, spacer bars etc.
3. Wastage of steel and providing cement mortar cover blocks at proper positions to maintain proper cover.
4. All scaffolding, platforms, ladders, staging and plant required in the execution of work to any height or depth.
5. Work at all heights, depths and locations, unless otherwise mentioned.

PLAIN AND REINFORCED CONCRETE WORK:

The works for all items under this section include:

1. Mix designs for various strengths of concrete as per the drawings and workability and routine cube testing at various ages for strength as required.
2. Providing all materials, mixing, placing, cutting, finishing, placing inserts, holding down bolts, admixtures etc. as shown in drawings at correct location level with required changes in form work, reinforcement etc. (All the concrete Mix / strength should be as per the drawings).
3. All scaffolding, platforms, ladders, staging and plant required in the execution of work to any height or depth.
4. Hacking and roughening of concrete or other surfaces in contact with other surface for bondage.
5. Leaving out dowels from concrete members for anchorage.
6. Compaction of concrete.
7. Ranking out joints to specified depths either for plaster or pointing or finishing the joints flush as the work proceeds, as directed.
8. Small quantity work such as wall planes, cills, lintels etc. in or/on walls, bedding and pointing drops, window and like structures in cement mortar.
9. Forming chases for edges of concrete floors or other units, for sealing in or other waterproofing layers etc.
10. Making Holes (cut and formed or left), for fixing pipes, bolts and other inserts and making good including grouting if necessary.
11. Work in small size pillars squared and also in circular work.
12. Work at all heights, depths and locations, unless otherwise mentioned.
13. Keeping the work well wetted for ten days or as specified by the Architect / Engineer in charge

WATER PROFING:

The works for all items under this section include:

1. Cleaning and preparation of surface for laying waterproofing, insulation and other treatments to the satisfaction of Architect/Project Manager.
2. All cutting, trimming, dressing and waste.
3. Treatment of down takes pipes, gargoyles and other obstructions as shown.
4. Providing 50x50mm size chase in wall, parapets etc. at 300mm height for tucking ends of vertical layers of the treatment, filling up the chase with cement mortar 1:4 and preparing a drip mould as per detailed drawing just above the case.
5. Sealing all joints, corners, junctions of pipes and masonry/concrete with epoxy putty and curing / wetting the surface at least for 10 days and gunny bags to be spread wherever required before applicat of subsequent coat.
6. Work in narrow widths, Junctions and at all locations as shown and at all heights and depths.

WALL FINISHES:

The works for all under this section to include:

1. Making all construction and expansion joints and curing.
2. Making all 'V' grooves of any pattern as directed by the Architect in plaster and dados including rounding of junctions with floors.
3. In case of wall plaster, dado and skirting, raking out joints, cleaning the surfaces, application of cement slurry, applying plaster, skirting and dado treatment unless otherwise specified.
4. Work on patches, narrow widths, small quantities, curved surfaces, and projected bends. Setbacks, offsets, corbels, etc.
5. Repairing and finishing the junctions of skirting and dado, with relevant mortar.
6. Finishing the edges of electrical fittings of skirting and boxes etc.
7. Use of all scaffolding and cradles, dustsheets and coverings for the protection of fixtures, fitting, furniture, floors etc. (for all heights)
8. Fixing of GI 24 gauge, 12mm size, chicken wire mesh at junctions of masonry and RCC works, at corners, column heads, with nails, clips etc. prior to plastering.
9. Grooves in plaster works as per directions.
10. Cleaning of paint splashes, drops or dirt, glasses, joinery, electrical fitting etc., including washing the floor and leaving the premises neat and clean.
11. Forming drips, grooves, chamfers of any width and depth, internal rounded angle, external rounded angles, rounding off corners etc.,
12. Scoring surface of plaster for key where the surface is not required to be finished fair.
13. Keeping the work well wetted for at least 10 days.
14. External Plaster in two layer 12mm + 6mm with 1:4 Ciment and Send with water Proofing Compound.
15. Textured External Paint as approved.

Note : Work at all heights, depth and locations unless otherwise mentioned.

CHAPTER

Standard Forms (Form of Bid, Form of Acceptance,
Notice to proceed with the Work, Agreement Form)

Form of Bid

Date.....

To (Name of Employer).....
Address.....
.....

Description of the works

1. I/We office to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specifications, drawings and Addenda for fixed Plinth area ratesRs./sq. Meter.
2. We undertake to commence the works on receiving the Notice to proceed with work in accordance with the Contract documents.
3. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.
We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents.

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Authorized Address of communication:

.....

.....

Telephone No(Office):.....

Mobile No. :

FAX No. :

E-Mail ID:

OFFICE OF THE HEADQUARTER COMMISSIONER,
Bharat Scout & Guide Uttar Pradesh, Lucknow

Letter of Acceptance

Letter no.

Date

To,
M/s.....
.....
.....

This is notify you that on behalf of the Employer, the Headquarter Commissioner, Bharat Scout & Guide, Lucknow has accepted your Bid dated for execution of the District- for the Contract Price of Rs.(Rsonly) is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit of an amount of Rs.

With in 10 days of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period (i.e. up to) and sign the contract.

Your faithfully,

.....
.....
.....

OFFICE OF THE HEADQUARTER COMMISSIONER,
Bharat Scout & Guide Uttar Pradesh, Lucknow

Issue of Notice to proceed with the work

Letter no.

Date

To,

.....
.....
.....

Dear Sir:

Pursuant to your furnishing the requisite performance security as mentioned and signing of the contract for the construction of for Distt. _____ you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Your faithfully,

.....
.....
.....

FORM OF AGREEMENT

This article of agreement made at Lucknow on day of 2019 between Bharat Scout & Guides ., having it's office at Seetlakheth (*Hereinafter referred to as the Employer which expression shall include their heirs, Executors, Administrators & assigns*) of the one part and M/s having it's office at (*Hereinafter referred to as the Contractor which expression shall include their heirs, Executors, Administrators & assigns*) of the other part. WHERE AS the Employer is desirous of Construction of State Training Centre at Ayodhya as per schedule of areas and specifications describing the work, & the construction drawings being prepared by Architect and the execution of the said work shall be carried out under the supervision of the Architects or the persons employed by the Employer for the purpose. And WHEREAS the said Specifications and the schedule of areas have been signed by or on behalf the parties here to and WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein (hereinafter referred to as "the said conditions") the work as described in "the said specifications" at the respective rates mentioned in the said "schedule of areas".

And WHEREAS the Contractor has deposited Rs.10.0 Lac (Rupees Ten Lac only) as part security deposit with the Employer for the due performance of the Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1). In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to the following documents shall deemed to from and to be read as part of this Agreement, via :
 - a). The said Tender Document & Appendix thereto.
 - b). Instructions to Tenders & Notice Inviting Tender.
 - c). Letter of acceptance
 - d). The conditions of contract (including special conditions)
 - e). The specifications.
 - f). The construction drawings issued from time to time.
- 2). Time for the completion of project is Months from the date of issue of Letter of intent.
- 3). The work will be carried out strictly conforming to the commercial terms, conditions, and technical specifications given therein or from time to time given by the Architect.
- 4). The quality of work will be maintained at high level to the full satisfaction of the Architect, and there will be no compromise whatsoever on quality.
- 5). In consideration of the payment to be made by the Employer to the Contractor, the Contractor hereby covenants the Employer to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.

- 6). The Employer hereby covenants to pay the Contractor in consideration of the construction, completion & maintenance of the work, the contract Price at the times and in the manner prescribed in the contract.
- 7). For all disputes arising out of or in any way connected with this Agreement the Architect shall be the sole Arbitrator and his decision shall be final and binding on both the parties.
- 8). All parts of this contract have been read and fully understood by us.

As witness our hands this day of 2019.

Signed by the said Authorized Contractor

In the presence of

Name :

Occupation :

Address:

Signature of Contractor

(Company's seal)

Signed by the said Employer

In the presence of

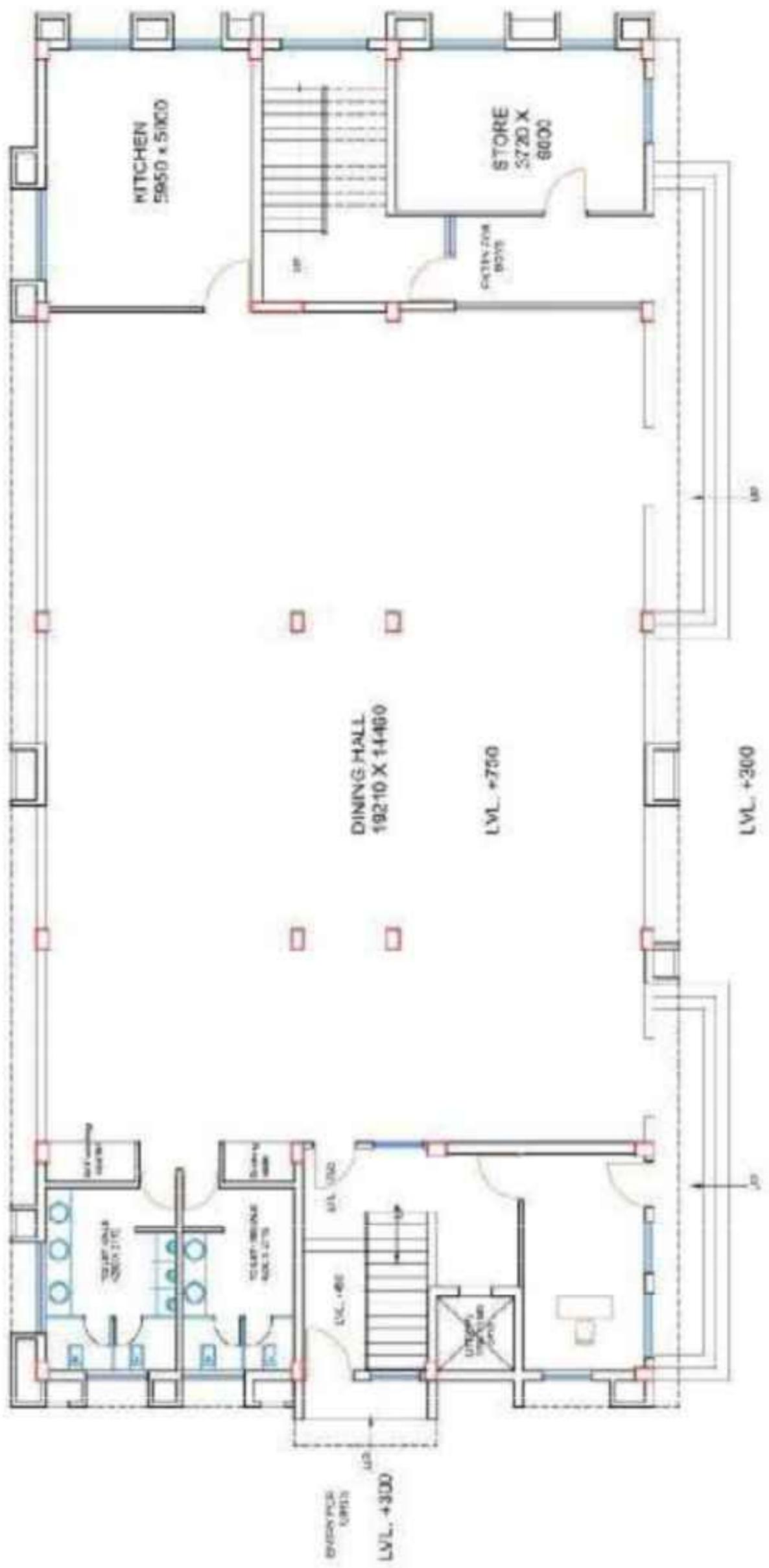
Name :

Occupation :

Address:

Signature of Employer

(Company's seal)



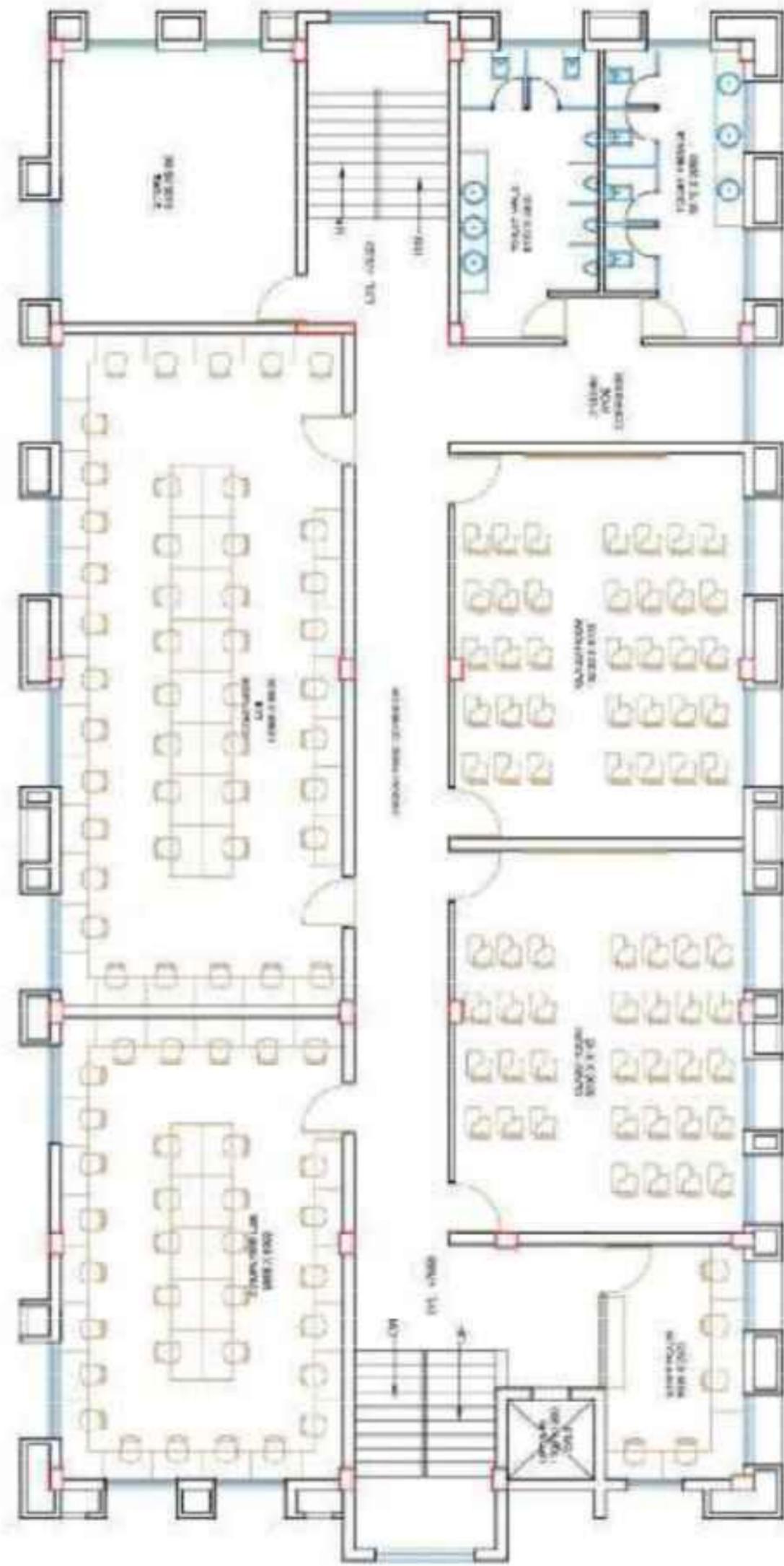
PROPOSED STILT FLOOR PLAN
DINING HALL/KITCHEN

NOTE:- Assuming External Road level ± 00

DATE:- 20.02.2026

PROPOSED STILT FLOOR
 PLAN
 DINING HALL/ KITCHEN

BHARAT SCOUT & GUIDE
AYODHYA CAMPUS(U.P.)



**PROPOSED FIRST FLOOR PLAN
TRAINING FLOOR**

DATE:- 20.02.2026

PROPOSED FIRST FLOOR
PLAN

TRAINING BLOCK

**BHARAT SCOUT & GUIDE
AYODHYA CAMPUS(U.P.)**

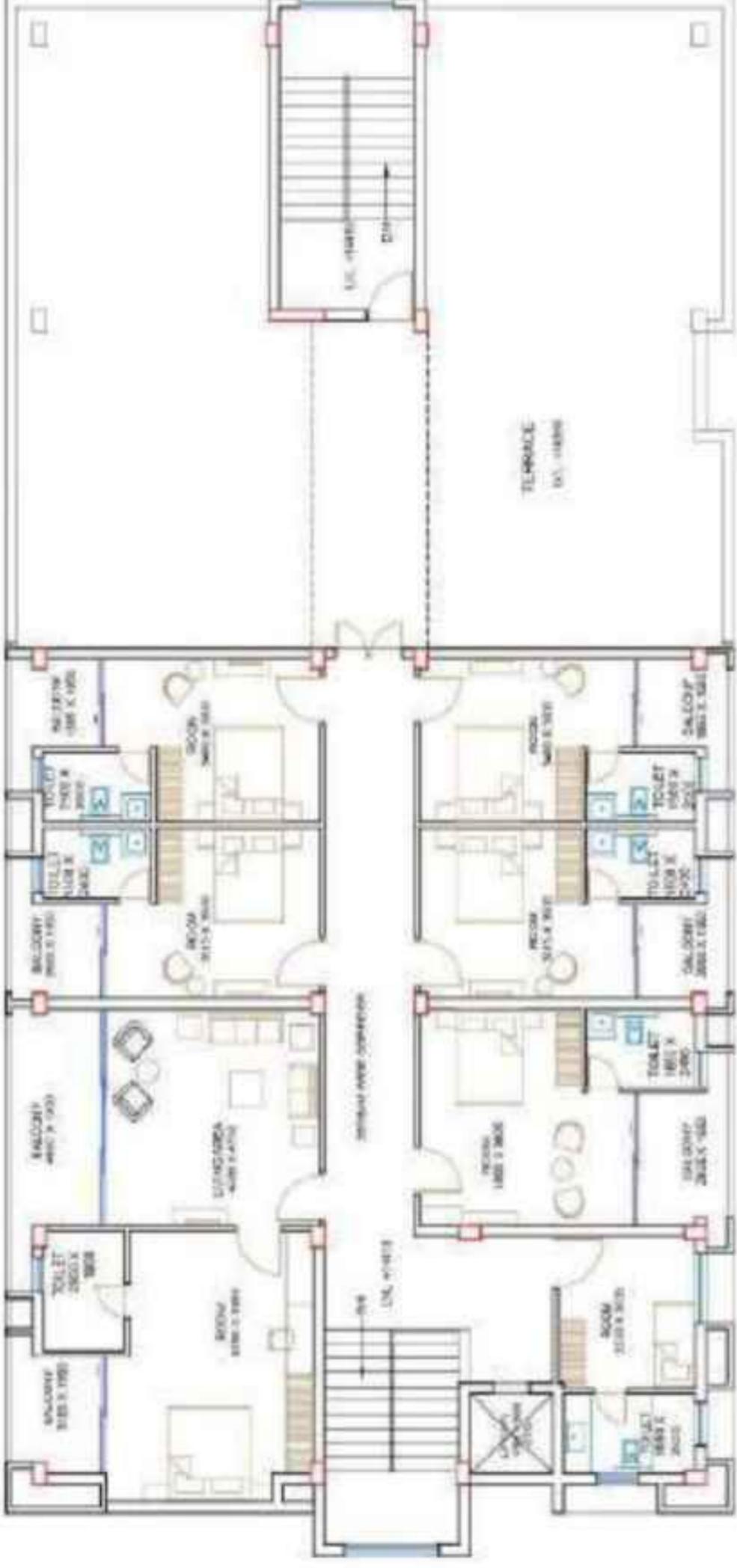


PROPOSED SECOND FLOOR PLAN
DORMITORIES FLOOR

DATE - 20.02.2026

PROPOSED SECOND FLOOR PLAN
DORMITORIES FLOOR

BHARAT SCOUT & GUIDE
AYODHYA CAMPUS (U.P.)

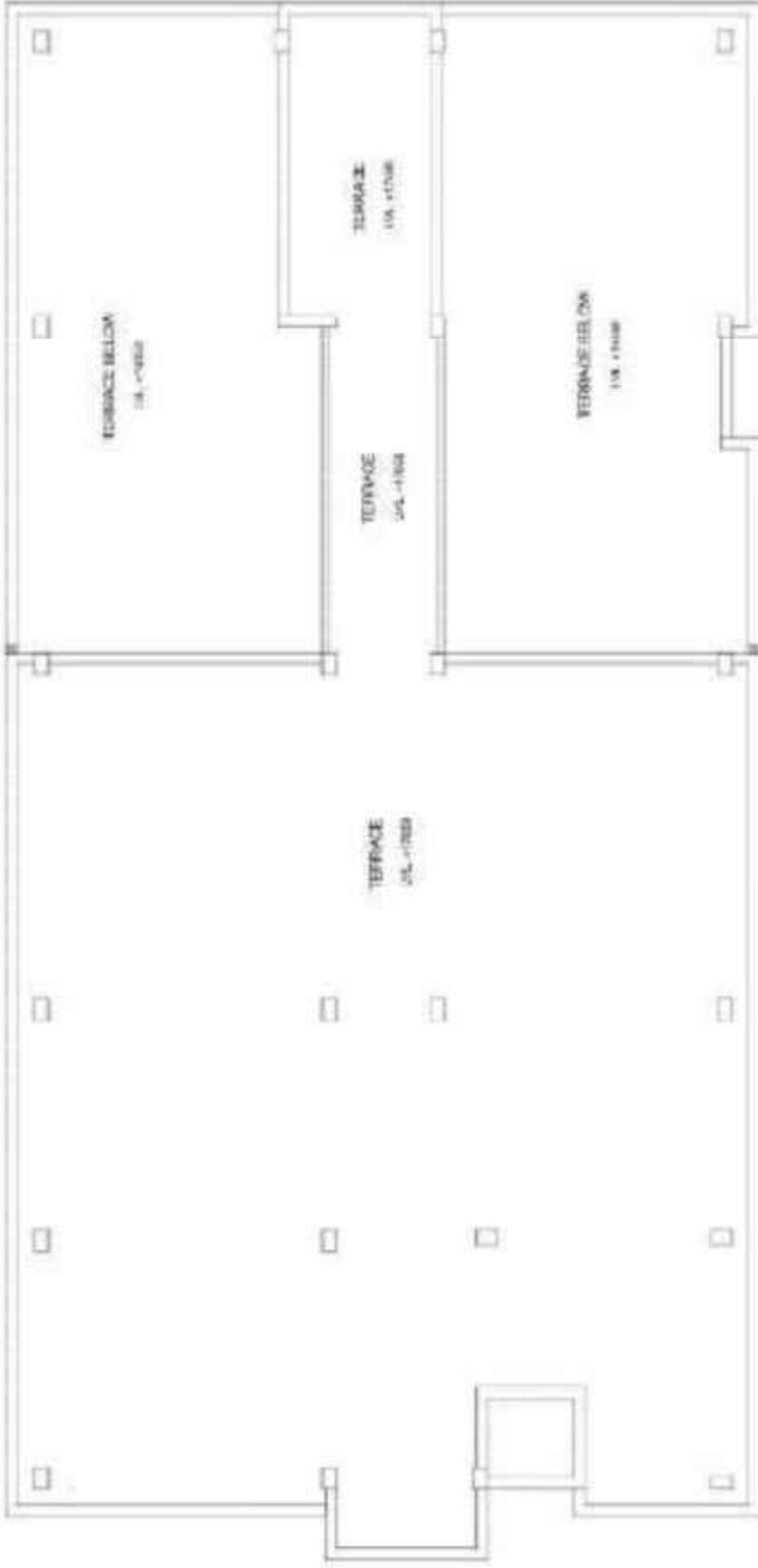


**PROPOSED THIRD FLOOR PLAN
GUEST HOUSE FLOOR**

DATE:- 20.02.2026

PROPOSED THIRD FLOOR
PLAN
GUEST HOUSE FLOOR

DHARAT SCOUT & GUIDE
AYODHYA CAMPUS(U.P.)

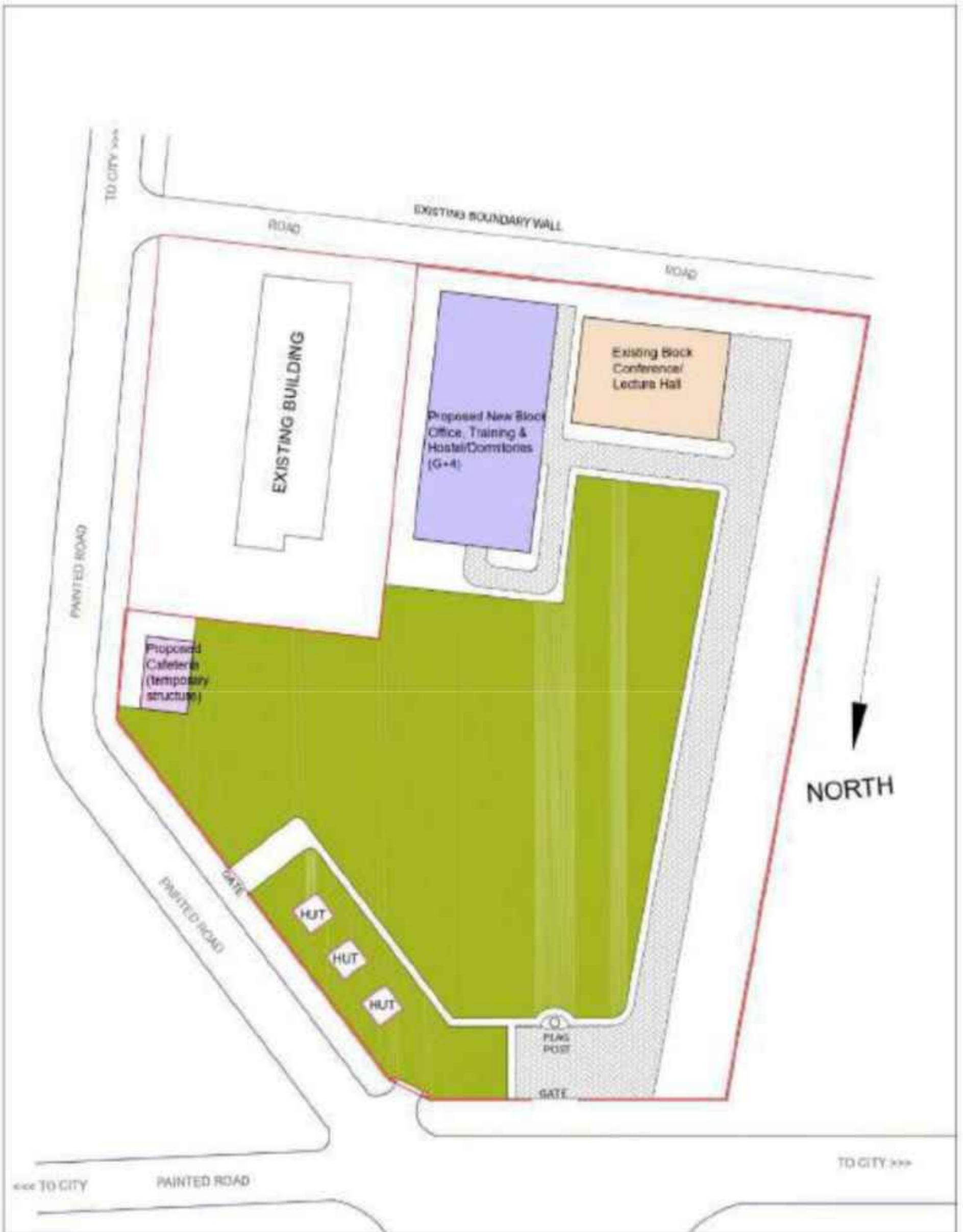


PROPOSED TERRACE FLOOR PLAN

**BHARAT SCOUT & GUIDE
AYODHYA CAMPUS (U.P.)**

**PROPOSED TERRACE FLOOR
PLAN**

DATE:- 20.02.2020



Soil Test Report

State Adventure and Training Center at Ayodhya, Uttar Pradesh

4

In this depth Standard split spoon sampler is driven in to the soil are required depth, with the help of drive weight of 63.5 kg falling freely under gravity through a vertical height of 75cm. The number of blows for every 15 cms is recorded. The number of below for the first 15 cm. is neglected due to local disturbance and as a seating drive. The number of blows next 30 cm. are recorded as penetration blows 'N' of the soil at the depth. The result of the standard penetration test have been indicated on the laboratory test results sheet as well as on the bore log chart.

3.0 LABORATORY WORK

3.1 UNDISTURBED SOIL SAMPLES:

The Undisturbed soils collected from the bore holes have been tested for the following to determine the engineering properties of soil as per requirement.

- a) Sieve Analysis (I.S. Code 2700 (Part IV)-2007
- b) Atterberg's Limit (Via Liquid and Plastic Limit & Plasticity Index)
(I.S. Code 2700 (Part V)-2007
- c) Particle size analysis (I.S. Code 2700 (Part IV)-2007
- d) Bulk and Dry Density (I.S. Code 2700 (Part XXIX)-2007
- e) Natural Moisture Content (I.S. Code 2700 (Part II)-2010
- f) Shear Parameters C & Φ (I.S. Code 2700 (Part XII & XIII)-2007
- g) Consolidation Test (For determination of C_c values of clayey soil samples)
(I.S. Code 2700 (Part XV)-2007
- h) Specific Gravity (I.S. Code 2700 (Part III)-2007

3.2 DISTURBED SOIL SAMPLES :

The disturbed soil samples have been tested for the following parameters.

- a) Sieve Analysis (I.S. Code 2700 (Part IV)-2007
- b) Atterberg's Limits (I.S. Code 2700 (Part IV)-2007

The entire Laboratory has been carried out as per relevant I.S. code & has been tabulated.

4.0 SOIL CLASSIFICATION:



Where:

- Q_s = Bearing capacity on shear consideration in Kg/cm^2
 F = Factor of safety
 γ = Unit weight of soil
 C = Cohesion in Kg/cm^2
 q = effective overburden pressure Kg/cm^2
 B = Width of footing
 w = Correction factor for position of water table.
 N_c, N_q, N_γ = Non dimensional bearing capacity factors depends upon angle of internal friction ϕ and void ratio e
 S_c, S_q, S_γ = Shape factors
 d_c, d_q, d_γ = Depth factors
 i_c, i_q, i_γ = Inclination factors

7.3 SETTLEMENT CONSOLIDATION: (For Plastic soil)

The settlement in the plastic soil indicating some cohesion is given by the formula:

$$S = \frac{C_c}{1 + e_s} \times H \times \log_{10} \frac{P_0 + \Delta P}{P_0}$$

Where:

- C_c = Compression Index
 H = Thickness of Plastic layer
 P_0 = Original Pressure at mid depth of Plastic layer
 ΔP = Change in Pressure at mid depth of Plastic layer
 e_s = Void ratio for pressure P_0



15. Shape factors

$$S_c = 1.30 \quad S_q = 1.20, \quad S_\gamma = 0.80$$

16. Inclination factors

$$i_c = 1.0, \quad i_q = 1.0, \quad i_\gamma = 1.0$$

17. Depth Factors

$$d_c = 1.230 \quad d_q \text{ \& } d_\gamma = 1.0$$

18. Factor of safety $f = 3.0$

Bearing Capacity: -

$$\begin{aligned} Q_c &= \frac{1}{3} [0.2560 \times 7.016 \times 1.230 \times 1.30 \times 1.0 + 0.184 \times (1.822 - 1.0) \times 1.20 \times 1.0 + 0.5 \\ &\quad \times 1.84 \times 1.00 \times 0.667 \times 0.80 \times 1.0 \times 1.0 / 10.0] \\ &= \frac{1}{3} [2.872 + 0.181 + 0.049] \text{ Kg/cm}^2 \\ &= 1.034 \text{ Kg/cm}^2 \end{aligned}$$

8.1.2 Bearing capacity Calculation:

Governing soil parameter are from bore hole no. 02

1. Angle of internal friction $\phi = 20^\circ$
2. Cohesion $C = 0.00 \text{ Kg/cm}^2$
3. Unit weight of soil $\gamma = 1.84 \text{ gm/cc}$
4. Submerged density of soil $\gamma = -$
5. Specific Gravity $= 2.59$
6. Dry Density $= 1.54 \text{ gm/cc}$
7. Void ratio $e_s = 0.68$
8. Condition $= \text{Medium (Interpolation)}$
9. Bearing Capacity Factor

| Shear Parameters | N_c | N_q | N_r |
|-------------------------------------|--------|-------|-------|
| General Shear failure $e_r < 0.55$ | 14.830 | 6.400 | 5.360 |
| Local Shear failure $e_r > 0.75$ | 10.260 | 3.546 | 2.259 |
| Interpolated value for $e_r = 0.68$ | 11.860 | 4.545 | 3.335 |

10. Water Table correction Factor $w' = 0.625$

11. Overburden pressure q at depth 6.00 m $= 1.104 \text{ Kg/cm}^2$

12. Type of foundation

R.C.C. Raft Foundation

11. Overburden pressure q at depth 7.00 m = 1.302 Kg/cm^2
12. Type of foundation = RCC Raft Foundation/Isolated Column as per structural design
13. Depth of foundation d_f = 7.00 m
14. Size of foundation = (10.0x10.0) m
15. Shape factors
 $S_c = 1.20$ $S_q = 1.20$, $S_\gamma = 0.60$
16. Inclination factors
 $i_c = 1.0$, $i_q = 1.0$, $i_\gamma = 1.0$
17. Depth Factors
 $d_c = 1.203$ $d_q \& d_\gamma = 1.101$
18. Factor of safety $f = 3.0$

Bearing Capacity: -

$$\begin{aligned}
 Q_c &= \frac{1}{3} [0.000 \times 11.973 \times 1.203 \times 1.20 \times 1.0 + 1.302 \times (4.630 - 1.0) \times 1.20 \times 1.101 + 0.5 \\
 &\quad \times 1.85 \times 10.00 \times 3.470 \times 0.60 \times 1.101 \times 0.565 / 10.0] \\
 &= \frac{1}{3} [0.000 + 8.244 + 1.204] \text{ Kg/cm}^2 \\
 &= 2.483 \text{ Kg/cm}^2
 \end{aligned}$$

8.2 BEARING CAPACITY FROM SETTLEMENT CRITERIA:

Estimation of Settlement: -

Bearing Capacity from settlement consideration is the bearing pressure, which restricts the settlement within permissible limits. Bearing capacity as obtained from the previous section is tried first as the bearing pressure to compute the settlement of foundation. If settlement thus obtained is excessive, lower values of bearing pressures are tried. The settlement calculation shown below is corresponding to safe bearing pressure. The soil in the effective zone below footing level is non-cohesive soil hence the settlement for both layers has been computed accordingly.

Settlement of Non - Cohesive soil

Standard penetration resistance at different depths in the effective zone will determine the settlement of sandy strata. S.P.T. values of sandy strata in the effective zone have been corrected for overburden as per I.S. 2131 – 1981

The recorded and corrected S.P.T. values are given below



| | | |
|---|---|---------------------|
| Type of Foundation | = | Isolated foundation |
| Lowest corrected value | = | 8.87 |
| Settlement for unit pressure | = | 5.468 cm. |
| Settlement for 1.034 Kg/sqcm ² | = | 5.653 cm. |
| Settlement after applying rigidity factor | = | 4.522 cm. |

The settlement is within permissible limit as per I.S: 1904 – 1986

Then safe Bearing capacity 10.34 t/m².

- (ii) Thus, the settlement for unit pressure for the lowest corrected S.P.T. value and for 2.110 Kg/Sqcm². as the allowable pressure for 6.00 m depth with R.C.C. Raft foundation of size (10.0x10.0) m is given below:

| | | |
|---|---|------------------------|
| Type of Foundation | = | R.C.C. Raft foundation |
| Lowest corrected value | = | 8.85 |
| Settlement for unit pressure | = | 5.468 cm. |
| Settlement for 2.110 Kg/sqcm ² | = | 11.53 cm. |
| Settlement after applying rigidity factor | = | 9.299 cm. |

The settlement is within permissible limit as per I.S: 1904 – 1986

Then safe Bearing capacity 21.10 t/m².

- (iii) Thus, the settlement for unit pressure for the lowest corrected S.P.T. value and for 2.483 Kg/Sqcm². as the allowable pressure for 7.00 m depth with R.C.C. Raft foundation of size (10.0x10.0) m is given below:

| | | |
|---|---|------------------------|
| Type of Foundation | = | R.C.C. Raft Foundation |
| Lowest corrected value | = | 8.61 |
| Settlement for unit pressure | = | 5.771 cm. |
| Settlement for 2.483Kg/sqcm ² | = | 14.329 cm. |
| Settlement after applying rigidity & depth factor | = | 8.368 cm. |

The settlement is within permissible limit as per I.S: 1904 – 1986

Then safe Bearing capacity 24.83 t/m².

