

MGMUNIVERSITY CHH. SAMBHAJI NAGAR

TENDER DOCUMENT

**“PROPOSED MGM UNIVERSITY CENTRAL LIBRARY
BUILDING, ON EDUCATIONAL PLOT, CIDCO TOWN CENTER
CHH. SAMBHAJI NAGAR**

**SPACE FORUM ARCHITECTS PVT. Ltd
INDORE - 452001**

MGM UNIVERSITY
OFFICE AT MGM UNIVERSITY BUILDING, TOWN CENTER, CIDCO
CHH. SAMBHAJI NAGAR- 431003

NAME OF WORK: - Proposed MGM University Central Library building Civil & finishing Work, having basement floor, Stilt floor plus seven upper floors with terrace floor (total = 9 floors) which includes Basement Sump, UG tank, and staircase tower including terrace floor water proofing with brick bat coba finish with china mosaic at MGM University Campus Chh. Sambhaji Nagar.

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Issued to: M//S _____

MGM UNIVERSITY
MGM UNIVERSITY CAMPUS, TOWN CENTER, CIDCO CHH. SAMBHAJI NAGAR -
431003"

TENDER NOTICE

MGM University inviting with material Item rate sealed tenders from registered experienced contractors having necessary documents like Income Tax Returns, Experience Certificate, Solvency Certificate, Machinery ownership proof and other statutory registrations etc. as per demand of office for the following works.

Sr. No.	Name of work	Estimated Cost (Rs.)	E.M.D. (Rs.)	Tender Copy Price (Non-Refundable)	Time Period
	MGM University Library building on Education Plot , Chh. Sambhaji Nagar	18.86 Cr. + GST	15.0 Lakh	Rs.5000.00	18 months

The MGM University / Architect /Consultants reserve the right of issuing the tenders to the experienced agencies only. The tender documents completed in all respect accompanied by Earnest Money Deposit (EMD) in the form of Bank draft of Rs. 15.0 lakh. The Demand Draft shall be payable to "MGM University" along at the time of tender opening.

1. MGM University CIDCO Town Center Chh. Sambhaji Nagar, having their site Office at MGM Construction Department MGM JNEC Campus.

Sealed tenders as far as possible will be opened on 10 august 2026, 3.00 P.M. at MGM University office CIDCO, Chh.Sambhaji Nagar. In the presence of bidders or their authorized representative.

The MGM University reserves its right to reject the lowest or any or all tenders without assigning any reason.

**REGISTRAR
MGM UNIVERSITY
DETAILED TENDER NOTICE TO THE CONTRACTORS**

Sealed tenders are invited by the Registrar, MGM University, at **MGM Educational plot, town center, CIDCO Chh Sambhaji Nagar - 431003**, for the work of **“Proposed MGM University Central Library building on Educational Plot Chh. Sambhaji Nagar**. The estimated cost of the work is **Rs. 18,86, 00,000 of Civil and Finishing Work**. **Tender can be obtained from the MGM University website i.e www.mgmu.ac.in & same shall be submit on E mail: etenders@mgmu.ac.in**, from 3.08.2026 to 7.08.2026 until 4 pm between working hours on payment of Rs. 5000.00 tender copy price. The MGM University / Architect /Consultants reserve the right of issuing the tenders to the experienced agencies only. The tender documents completed in all respect accompanied by Earnest Money Deposit (EMD) in the form of Bank draft of Rs. 15.0 lakh. The Demand Draft shall be payable to “MGM University” along at the time of tender opening. The work is to be completed within 18 months period simultaneously including monsoon from the date of written work order to commence the work.

1. Security Deposit: -

- (a) The amount of security deposit will be 5% of the total work allocated to the tenderer.
- (b) The amount of security deposit to be recovered from bills will be at @ 5% of the amount of bill, till total amount of Security Deposit becomes 5% of the cost of project.

2. Issue of Tender on website: -

Information regarding contract etc. and blank tender forms can be had on payment of Rs.5000 /- as tender fees.

3. Tender Rates: -

The tenderer should quote the item rates both in **figures and in words** in the schedule – B and the total cost quoted at the place provided for in form. No alteration in the form of special conditions will be permitted. The tenders which **do not fulfill any of the above conditions or are incomplete in any respect are liable to be summarily rejected**. The contractor should particularly note the units on which the rates are based.

- (a) The tenderer may in the forwarding letter mention any point that he may wish to make it clear but right is reserved to reject the same or the whole tender if the same becomes a conditional one.
- (b) The rates in the Bill of Quantities should be for finished and complete items, **no extra amount for carting or transporting will be paid unless specifically**

mentioned or provided. All the rates are inclusive of all lifts and leads for all materials for completed items, inclusive of all taxes.

(c) The GST shall be extra as applicable

4. Acceptance of Tender: -

- (a) Acceptance of tender will rest with the competent authority who reserves the right to reject any or all tenders without assigning any reasons thereof.
- (b) The offer shall remain valid for a period of 90 days (ninety days) from the date of opening of tenders.

5. The tenderer whose tender is accepted will have to enter into regular agreement within ten days from the date of receipt of intimation of the acceptance of the tender. The tenderer will have to abide by all rules and regulations embodied therein. ON failure, amount of Earnest Money shall be forfeited by MGM University.

6. The Tenderer shall be assumed to have carefully examined the drawings, conditions & specifications of the contract and to have fully acquainted himself with all details of site location, materials, weather character, site labour conditions and in general all necessary information and data pertaining to the need of work prior to tendering for the work.

7. Submission of Tender: -

The tender should be submitted in two separate covers as under: -

- (a) One seal cover should contain the following documents only marked as Envelope I (Technical Bid). The tender should accompany following documents: -
 - (b) **An up to date and valid Income Tax payment copy/ copy of counterfoil of IT return in original or true copy.**
 - (ii) G.S.T. Certificate / document copies showing assessment/payment made as applicable.
 - (iii) List of similar works done during **last three years in Prescribed format** (Annexure I) supported by necessary certificates from owners.
 - (iv) Details of other works tendered and in hand on the date of submission of this tender in prescribed format given in (Annexure II), enclose copies of work order.
 - (v) Details of Machinery owned by the Tenderer.**
 - (vi) Details of Technical personnel with the tenderer.
 - (vii) Work program in the form of Bar Chart/CPM network showing timely completion of work.
- (b) The other sealed cover should contain the tender set itself marked as

Envelope II (PRICE BID)

The above two sealed cover should be again enclosed in common cover super-

Scribing name of Work and Due Date. If the authority opening the tender is satisfied about the papers in first cover then only the other sealed cover containing the tender set will be opened. If otherwise, the sealed cover containing the tender set will not be opened at all, but will be returned to the contractor treating it as invalid and his acknowledgment obtained in token of receipt of the same.

The full name and address of the tendered and name of the authorized agent delivering the seal cover containing the tender shall be written on the bottom left hand corner of the envelope. The date and time for receipt of envelope containing tender shall strictly apply in all the cases. The tenderer should ensure that their tender is received by the site office auditorium building JNEC campus before expiry of the date and time. No delay on account of any cause will be entertained for the late receipt of the tender. Tender offered or received after the day and time is over either not be accepted or if inadvertently accepted, will not be opened and shall be returned to the tenderer unopened.

- 8) The tender will be liable to be rejected outright if while submitting it: -
 2. The tenderer proposes any alternation in the work specified in the tender or in the time allowed for carrying out work or any other conditions.
 3. Any of the pages of the tender removed and / or replaced.
 - (c) Any erasures are made by him in the tender.
 - (d) All corrections and additions or pasted slips are not initialed by the tenderer.
 - (e) The tenderer in the case of a firm, a partner thereof does not sign and the signature/signatures are not attested by witness on pages of the tender in the space provided for the purpose.
9. This tender notice shall form a part of contract agreement.
10. Given Performa of submission of tender, shall be followed for submission of tender.
11. In case of any dispute between the agencies the decision of the Secretary MGM Trust, chh. sambhajinagar, shall be final and binding on the agencies.
12. To qualify for the award of the contract the following criteria shall be satisfied by the bidder.
 - a) Each bidder in his name should have in the last five years, a minimum annual financial turnover in at least two financial years (in all classes of Civil Engineering Construction works only), not **less than estimated cost put in the tender**.
 - b) Satisfactorily completed two similar works (each work not less than 66% of present cost put to tender).

All other conditions remaining same, availability of the following minimum owned key and critical equipment for this work, will have preference in deciding the award.

S. No	Name of Equipment	Size/ Capacity Specification	Nos.
1	Transit Mixer	5/7 Cum	1 Nos.
2	Concrete Batching plant of own or own RMC Plant.	15 Cum(min) per hour	1 Nos.
2.1	Concrete pump		2 Nos.
2.2	Concrete Boom pump		1 Nos.
3	Dumper	@6 Cum	2 Nos.
4	JCB & Poclain	Standard	1 Nos.
5	Hammer drill 5kg/10kg		1 each
6	Vibrator 25mm & 40mm niddle (electrical & petrol)		2 each
7	Concrete cutter, steel cutter machine		2 each
8	Ring bending machine		1 Each
9	Cube testing moulds		12 nos
10	Environment Protection equipment on construction site as per EC provided by SEIAA MS.		

The MGM University reserves the right to reject the lowest or any or all tenders without assigning any reasons.

Signature of the Contractor

**Issued on Behalf and by the order of
Chancellor MGM University,
Chh. Sambhaji Nagar.
Registrar MGM University**

GENERAL DESCRIPTION OF WORK

The project is for the Construction of - **Proposed Civil & Finishing work of MGM University Central Library building having basement floor, Stilt floor plus seven upper floor with terrace floor (Total 9 floors) which includes Basement sump portable & fire reservoir, staircase tower including terrace floor water proofing with brick bat coba .** The building is R.C.C Framed Structures. The scope of work consists of surrounding infrastructural works including electrical, Firefighting, HVAC.

Disposal of excavated materials in the nearby property of MGM trust or at a place as directed by MGM site engineer.

SCOPE OF WORK: -

Central Library Building –: - Basement floor, Stilt floor plus seven upper floor with terrace floor (Total 9 floor) which includes staircase tower & machine room, with staircase tower including parapet wall Witch include work of RCC frame structure, RCC retaining wall in basement and AAC block masonry work above, Internal, external and ceiling cement smooth cement plaster. The terrace super structure including staircase mumty, O.H. water tank and lift machine room. The work also includes Civil, Plumbing, Sanitary and water supply work.

Signature of Contractor

Engr.MGM

INSTRUCTIONS TO TENDERERS

1. Sealed tenders shall be addressed to the Registrar MGM university Chh. Sambhaji Nagar, **at MGM University campus CIDCO**, Chh. Sambhaji Nagar, superscribing the name of work and due date and time as mentioned in the tender notice.
2. Tenders will be opened on the day mentioned in the detailed tender notice if possible, otherwise the alternate date and time for the opening will be informed to the tenderer.
3. Drawings and other details are available to the tenderer's representative for inspection at the Project Consultants office on all working days during office hours.
4. Right to reject the lowest or any other tender/tenders without assigning any reason is reserved by the owners.
5. In case of proprietary concern, the owner or his duly constituted attorney shall sign tender and also attach a copy of power of attorney to the tender. In the case of Partnership Firm/Consortium the tender shall be signed by partners of the firm and the names and addresses of other partners shall be submitted along with the tender. Certified copies of latest partnership deed and the necessary power of attorneys must be enclosed with the tender. In case of a limited or private limited company the tender shall be signed by duly authorized person and a copy of the authorization letter must be attached to the tender. In the case of firms and companies' rubber stamps just be put along with the signatures.
6. Tenderer shall submit along with the tender a Bar-Chart showing timely completion of the project.
7. Tenderer must inspect the site and get completely familiar with the site conditions including those related to the founding strata and quote his rates accordingly and no extras will be payable beyond the accepted rates.

Signature of Contractor

Eng. MGM

PROFORMA FOR SUBMISSION OF TENDER

Ref:

Date:

To,

The Register,

MGM University, Town center CIDCO

“- Proposed Civil, Plumbing, Sanitary and water supply work of MGM University central library building having basement floor, Stilt floor plus seven upper floor with terrace floor (Total 9 floors) which includes Basement sump, staircase tower, including terrace floor water proofing with brick bat coba.

Sub: “-Proposed Civil, Plumbing, Sanitary and water supply work of Parking building having basement floor, ground floor plus seven upper floor with terrace floor (Total 9 floor) which includes Basement sump, staircase tower, OH Tank & machine room”

Dear Sir,

1. Having obtained the Tender Documents for the work under reference and having examined the scope of work and Conditions of Contract, we hereby offer to perform, provide, execute, complete and maintain the work in conformity with the Articles of Agreement, General Conditions of Contract, Special Conditions of Contract, detailed drawings and specifications in the amounts as quoted in the accompanying Tender within the stipulated time. We confirm that these works are to be approved by the Architect's and Engineer In -charge of, MGM University Chh. Sambahji Nagar.
2. We have satisfied ourselves as to the location of the site and working conditions, foundation conditions, examined the requirements of Mahatma Gandhi Mission Trust, Aurangabad and have obtained all the information necessary for the successful timely completion of the work.
3. We have submitted to you along with this offer a work program in the form of Bar Chart to complete the work in specified time limit.
4. We have deposited the necessary Earnest Money with you, which amount is not to bear any interest. We hereby agree that this sum shall stand forfeited in the event of your acceptance of our Tender and failure on our part to execute the Contract when called upon to do so within the stipulated time.
5. We understand that you are not bound to accept the lowest Tender or not bound to assign any reasons for rejecting our Tender.
6. We agree to keep our offer open for 90 days (ninety days) days from the date of opening of tender.

With thanks,

Yours faithfully,

Signature of Tenderer
(Authorized Signatory)

Articles of Agreement

Made on the **fifteen** day of, between MGM University having their office at Educational plot, **town center, CIDCO Chh. Sambhaji Nagar 431003**. (hereinafter called "the Owner") of the one part and **M/S _____ Company or Proprietary firm having its proprietor Mr. _____** of (or whose registered office is situated at) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Owner is desirous of "**Proposed Civil & Finishing work** (Hereinafter called "the Work") having Library building basement floor, Stilt floor plus seven upper floor has caused Drawings and Bills of Quantities showing and describing the work to be done to be prepared by or under the direction of **M/s. Space Forum Architects Pvt. Ltd. 114, Arniya Plaza, Block-B, 27/2, Manoramaganj, Indore – 452001**, has prepared the drawings and specifications and the schedule of quantities which have been signed by the Parties hereto.

AND WHERE AS the Employer is desirous of constructing the Library building **for MGM University campus at on educational plot, CIDCO Town Center Chh. Sambhaji Nagar**.

AND WHEREAS the Contractor has agreed to execute upon and subject to condition and instruction set forth herein (Hereinafter referred to as "The said conditions") The works shown upon the said drawings and/described in the specifications and included in the said schedule of quantities at the item rates therein set forth amounting to the contract sum of **Rs. _____ (Rupees _____)** hereafter referred to as "the said contract amount.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions annexed carry out and complete the Works shown upon the Contract Drawings and described by or referred to the Contract Bills and in the said Conditions.
2. The Owner will pay the Contractor the sum of Rupees _____ As Mobilization advance interest free, against pre dated cheque/bank guaranty, (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions. The mobilization advance shall not be paid on cost of steel, cement and RMC.
 - 2.1 The mobilization advance paid to the contractor shall be recovered from every running bill of contractor **@ 5% of** running bill. The mobilization advance must be recovered from the contractor, on the completion of **@75%** of the project cost.

3. The term “the Architect in the said conditions shall mean the said M/S space forum architects Pvt. Ltd. Represented by Architect Shekhar N. Jivrag or included the present directors and also the Directors: from time to time as also their respective heirs, legal representative, administrators and assigns, in the event of his death or ceasing to be the Architect for the purpose of this Contract, such other person as the Owner shall nominate for that purpose, not being a person to whom the Contractor shall object for reasons considered to be sufficient by an arbitrator appointed in accordance with the said conditions. Provided always that no person subsequently appointed to be the Architect under this Contract shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instruction given or expressed by the Architect for the time being.
4. The said Condition and appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the Conditions and perform the agreements on their parts respectively in such Conditions contained.

AS WITNESS the hands of the said Parties.

Signed by the said
In the presence of

Register
MGM University

Witness
Name:
Address:

Signed by the said
In the presence of

Contractor

Witness
Name:
Address:

GENERAL CONDITIONS OF CONTRACT

Definition

1.(1) The contract documents of the Agreement, the General Condition of the contract, Specifications and bills of quantities including all modifications thereof incorporated in the document before the execution and the Contract Drawings prepared by the Architect from time to time. These from the contract.

1.(2) The Owner:

The Contractor:

The Architect:

The Consultant;

As those mentioned as such in the Agreement and shall include their legal representatives, assigns or successors. They are throughout the Contract Document as if each were of the singular number and masculine gender.

1.(3) "The Site" shall mean the site of the contract work including any Building and erections thereon and any other land allotted by the owner for contractor's use.

1.(4) The term "Sub-Contractor", as employed herein, includes those having a direct contract with the contractor and includes one who furnishes material worked to a special design according to the plans or specifications of this work but does not include one who merely furnishes material not so worked.

Any one doing work on a piece rate basis shall be deemed a sub-Contractor.

1. (5) Written notice shall be deemed to have deemed served if delivered in person to the individual or member of the firm or to an office of the corporation from whom intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1. (6) The terms "work of the contractor includes labor or material or both.

1. (7) All times limits stated in the contract document are of the essence of the contract

1. (8) The law of the place of work shall govern the construction under this Contract.

1. (9) The date of virtual completion of a project or specified area of a project is the date when construction is sufficiently completed, in accordance with the Contract document as modified by change or variation orders to by the parties, so that the Owner can occupy the project for the use it was intended.

1.(10) 'The specifications' shall mean the various technical specifications attached and referred to in the tender documents which shall also include the latest edition of relevant

Indian Standard Specifications and also the Standard Specifications of Govt. of Maharashtra (Red book) published before the date of submission of tender.

1.(11) 'The Drawings' shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Architect/ Consultant and such other drawings as may, from time to time be furnished or approved by the Architect/ Consultants.

Contract Document

2.The following documents shall constitute the contract document:

- (i) Notice Inviting Tender.
- (ii) Special Conditions of Contract.
- (iii) Articles of Agreement.
- (iv) General Conditions of Contract.
- (v) Specifications.
- (vi) Bills of Quantities.

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

The contract document shall remain in the custody of the Architect so as to be available at all reasonable times for the inspection of the Owner or the Contractor. Immediately after the contractor one copy of the Contract Document and two copies of the Contract Drawing shall without charge be supplied by the Architect to the contractor and one copy of the Contract Document to The Owner.

So soon as is possible after the execution of this Contract two copies of the specifications, descriptive schedule or other like document necessary for use in carrying the work shall without charge be supplied by the Architect to the Contractor.

Provided that nothing contained in the said Specifications, Descriptive schedules or other document shall impose any obligation beyond those imposed by the contract Document namely by the Contract Drawing, the Contract Bills, the Articles of Agreement and these conditions.

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

The Contractor shall keep one copy of the specifications, Descriptive schedule or the like document referred to in this clause and one copy of the contract Drawing and such other drawings and details supplied to him from time and referred to in clause and sub-clause 9,

16 (1) 16 (2), And 30 upon the site so as to be available to the Architect or his representative at all reasonable times.

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

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

Type of Contract

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

Schedule of quantities

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

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

Contract Drawings

5. [1] In general the Drawings shall indicate dimensions, position and type of construction; the Specifications shall indicate the qualities and the methods; and the Bill of Quantities shall indicate the Quantum and the rate for each item of work indicated on the Drawings and not mentioned in the specification or vice versa shall be furnished as though fully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified.

5. [2] The Contractor's work shall not deviate from the Drawings and the Specifications. The Architect's interpretation of these documents shall be final and without appeal.

5. [3] Errors or inconsistencies discovered in the Drawings and Specifications shall be promptly brought to the attention of the Architect, through the clerk of works, for interpretation or correction. Local conditions which may affect the work shall likewise be brought to the Architect's attention. If at any time, it is discovered that work is being done which is not in accordance with the Contract Drawings and Specifications, the Contractor shall correct the work immediately. Corrections of defective work shall not be a basis any claim for extension of time. The Contractor shall not carry on work except with the knowledge of the Clerk-of-works.

5. [4] Figured dimensions on the Scale Drawings and large size details shall govern. Large size details shall take precedence over small scale drawings. Any work done before receipt of such details, if not in accordance with the same, shall be removed and replaced or adjusted, as directed by the Contractor without expense to the Owner. The general conditions apply with equal force to all the work including authorized extra works.

5. [5] All drawings Bills of Quantities and Specifications and copies thereof furnished by the Architect are his property. They shall not be used on any other work and shall be returned to the Architect at his request on completion or termination of the Contract.

5. [6] Reinforcing steel bar bending schedules shall if requested by the Architect be furnished to the Architect at least fifteen days prior to the fabrication of the reinforcement.

Contract Sum

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

Contract Bills

7. [1] The quality and quantity of work included in the contract sum shall be deemed to be that which is set out in the Contract Bill which Bills unless otherwise expressly stated in respect of any specified item shall be deemed to have been prepared in accordance with the principles of the standard method of measurement of building works last before issued by the Indian Standard Institution by same as aforesaid nothing contained in the Contract Bills shall override, modify or affect in any way whatsoever the application or interpretation of that which is contained in these conditions.

7. [2] Any error in description or in quantity or omission of items from the Contract Bills shall not vitiate this Contract but shall be corrected and deemed to be a variation required by the Architect.

Scope and Intent

8. [1] **Scope:** The general character and the scope of the work is illustrated and defined by the Specifications and the Bills of Quantities herewith attached and by the signed Drawings. If the Contractor shall find any discrepancy in or divergence between the Contract Drawings and or the Contractor Bills he shall immediately give to the Architect a written notice specifying the discrepancy or divergence and the Architect shall issue instructions in regard thereto.

8. [2] Extent: The contractor shall carry out and complete the work in every respect in accordance with this Contract and with the directions of and to the reasonable satisfaction of the Architect. The Architect may in his absolute discretion and from time to time issue further drawings, details and/ or written instructions, written explanations all of which are collectively referred to as Architect's instructions. All such Drawings and instructions shall be consistent with Contract document, true developments thereof and reasonably inferable there from.

8. [3] Intent: The intention of the Document is to include all labour and materials, equipment and transportation necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract Document, true development thereof and reasonably inferable there from. Materials of work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standard.

Architects Instructions

9. [1] The Contractor shall forthwith comply with and duly execute any works comprised in such instructions issued to him by the Architect in regard to any matter in respect of which the Architect is expressly empowered by these conditions to issue instructions provided always that verbal instructions, directions and explanations given to the Contractor or his work representative by the Architect shall if involving a variation be confirmed in writing.

If within seven days after receipt of a written notice from the Architect, requiring compliance with and instructions the Contractor does not comply herewith, then the Owner may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions and all cost incurred with such employment shall be recoverable from the Contractor under this Contract.

9. [2] Upon receipt of what purports to be instruction issued to him by the Architect the Contractor may request the Architect to specify in writing the provision of these conditions which empowers the issue of the said instructions. The Architect shall forthwith comply with any such request, and if the Contractor shall thereafter comply with the said instruction, then the issue of the same shall be deemed for all purpose of the Contract to have been empowered by the provision of these Conditions specified by the Architect in answer to the Contractor's request.

9. [3] All instructions issued by the Architect shall be in writing. Any instruction issued orally shall be of immediate effect, by shall be confirmed in writing by the Contractor to the Architect within seven days, and if not dissented from in writing by the Architect to

the Contractor within seven days from receipt of the Contractor's confirmations shall take effect as from the expiration of the latter said seven days.

Provided Always:

9. [3] A. That if the Architect within seven days of giving such an oral instruction shall himself confirm the same in writing, then the contractor shall not be obliged to confirm as aforesaid, and the said instructions shall not be obliged to confirm as aforesaid, and the said instruction shall take effect as from the date of the Architect's confirmation and

9. [3] B. That if neither the Contractor nor the Architect shall confirm such an oral instruction in the manner and at the time aforesaid but the Contractor shall nevertheless comply with the same, then the Architect may confirm the same in writing at any time prior to the issue of the Final Certificate, and the said instructions shall thereupon be deemed to have taken effect on the date on which it was issued.

Facilities and Co-operation

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

The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work of any other Contractor save with the consent of the Architect.

Setting out

11. The Architect shall determine any lines levels which may be required for the execution of the work and shall furnish to the Contractor by way of accurately dimensioned drawings such information as shall enable the Contractor to set out the Work at ground level.

The Contractor shall set out and level the work and shall be responsible for the accuracy of the same. He shall provide all the instruments and attendance required by the Architect for checking the work. He shall entirely at his own cost amend to the satisfaction of the Architect any error found at any stage which may arise through inaccurate setting.

Site

12. [1] Visit: Before tendering the Contractor shall have visited and examined the site and satisfied himself as to the nature of the existing roads or other means of communication and the character of the soils and of the excavations, the correct dimensions of the work and the facilities for obtaining any special articles called for in the Contract Document and shall have obtained generally his own information on all matters affecting the continuation and progress of the works.

No extra charge made in consequence of any misunderstanding or incorrect information on any of these points, or on the grounds of insufficient descriptions, will be allowed. Should the Contractor after visiting the site, find any discrepancies, omissions, ambiguities or conflicts in or among the Contract Document, or to be in doubt as to their meaning, he shall bring the question to the Architect's attention, not later than ten days before the last date for submission of the tender.

12. [2] Possession: The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the appendix and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the 'Date of Completion' stated in the appendix subject nevertheless to the provision for extension of time hereinafter contained.

12. [3] Treasures: Any Treasures, Coins or objects of Antiquity, which may be found at site shall be handed over to the Owner.

Samples and Shop Drawings

13. [1] After the award of the Contract, the Contractor shall furnish for the approval of the Architect with such promptness as to cause no delay in his work or in that of any other Sub- Contractor, samples and shop drawings required by the specifications or by the Architect. Samples shall be delivered as directed by the Architect.

13. [2] A schedule giving dates for the submission of samples shall be included in the schedule described under clause 14. Unless specifically authorized all samples must be submitted for approval within sixty days of signing the Contract and not less than one hundred and twenty days before the date the particular work involved is scheduled to begin.

13. [3] The Architect shall check and approve such samples, with reasonable promptness only for conformity with the design concept of the project and for compliance with the information in the Contract Documents. The Work shall be in accordance with the approved samples.

Progress Chart

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

Access for Architect to the Works

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

Architects Status and Decisions

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

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

16. [2] Decision: The Architect shall within a reasonable time make decision on all claims of the Owner or the Contractor and all other matters relating to the execution and progress of the work or the interpretation of the Contract Document.

The Architect may in his absolute discretion and from time to time issue further Drawings Details and /or written instructions, written directions and written explanations in regard to:

- A. Variation or modifications of the design.
- B. The quality or quantity of works or the additions or omission or substitution of any work.
- C. Any discrepancy in or divergence between the Drawings and / or specifications.
- D. The removal and/or re execution of any works executed by the Contractor.
- E. The dismissal from the works of any persons employed thereon.
- F. The opening up for inspection of any work covered up.
- G. The amending and making good of any defects under Defects Liability period.
- H. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- J. Assignment and sub-letting.
- K. Delay and extension time.
- L. The Postponement of any work to be executed under the provision of this Contract.

16. [3] Dismissal: The Contractor shall on the request of the Architect immediately dismiss from the works any person employed thereon by him who may in the opinion of the Architect be incompetent or misconducts himself and such person shall not be again employed on the work without the permission of the Architect.

Performance Bond

17. Within ten days of the signing of this Contract the Contractor shall deposit with the Architect for due performance of this Contract as security deposit a sum which together with the Earnest Money shall be equal to that referred to in the appendix to this Contract as "Security Deposit"

The Security Deposit shall be in the form approved by the Architect and shall remain so deposited with the MGM University till the end of the Defects Liability Period referred to in the appendix.

The said Security Deposit shall indemnify the Owner against loss from defects arising from any matters arising under this Contract.

Clerk of Works

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

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

Contractors field organization and Equipment

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

19. [2] Equipment: The Contractor shall provide and install all necessary hoists, ladders, scaffolding, tools, tackles, plants, all transport for labour materials and plants necessary for the proper carrying on execution and completion of the work to the satisfaction of the Architect.

19. [3] Office Accommodation: The Contractor shall provide erect and maintain where directed simple watertight office accommodation for the foreman and the Clerk-of-Works. This accommodation shall be well lighted and ventilated and provided with windows, doors with a lock and a Telephone. The Clerk of Works office shall be a minimum of 100 Sq. ft. and shall have a desk, chair and drawers for keeping drawings and tack board for displaying drawings. The accommodation to be demolished when directed.

19. [4] Watchman: The Contractor shall make his own security arrangement to guard the Site and premises at all times, at his own expense. The security arrangement shall be adequate to maintain strict control on the movement of material and labour. Contractor shall extend the security arrangements to guard the material stored and/or fixed on the premises by the sub-Contractors.

19. [5] Storage of Materials: The Contractor Shall provide, erect and maintain proper sheds for the storage and protection of the materials etc. and also for the execution of Work which may be prepared on the Site.

19. [6] Sanitary Conveniences: The Contractor shall provide and erect all necessary sanitary convenience for the site-staff and the workmen, maintain in a clean orderly condition and clean and deodorize the ground after removal.

19. [7] Telephone: The contractor shall provide a separate Telephone for the works and shall pay all charges in connection with the same during the execution of the Work.

19. [8] Scaffolding, Staging, Guardrails: The Contractor shall provide scaffolding, staging guardrails, temporary stairs which shall be required during construction, the support for the scaffolding, staging, guardrails and temporary stairs shall be strong, adequate for the situation. The temporary access to the various parts of the Building under construction shall be rigid and strong enough to avoid any chance of mishaps. The arrangement proposed shall be subject to the approval of the Architect.

Taxes

20. The Contractor shall add to the amount of his tender the amount of labour insurance and other legally payable and it shall be assumed his rates cover for all taxes and duties and no claim on this account will be entertained.

Statutory obligation, notices, fees and charges:

21. [1] The Contractor shall comply with and give all notice required by any Government authority, and instrument, rule or order made under any Act of Parliament or any regulation or Bye-law of any local authority relating to the work of with whose system the same is or will be connected. The Contractor before making any variation from the Contract Drawings or Contract Bills necessitated by such compliance shall give to the Architect a written notice specifying and given reasons for such variations and the Architect may issue instructions in regard thereto. If within 10 days of having given the said written notice the Contractor does not receive any instructions in regard to the matters therein specified, he shall proceed with the work confirming to the Act of

Parliament, instrument, rule, order, regulations or Bye-law in question and any variation thereby necessitated shall be deemed to be variation required by the Architect.

21. [2] The Contractor shall pay and indemnify the Owner against liability in respect of any fees or charges [including any rates and taxes] legally demandable under any Act of Parliament, instrument, rule or order or any regulation or Bye-law or any local authority in respect of the Work.

Royalties and patent rights

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

Licenses and Permits for Materials under Government control

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

Water for Construction

24. The Contractor Shall make application for metered water service at the point indicated in the site plan, the Contractor shall pay for all fees in connection with such service and shall pay the supply authority for all water used prior to the completion of the work. The Contractor shall also provide any temporary service piping and taps as required for his use on the work, and remove the same on the completion. If the Contractor proposes to make his own arrangements for supply of the water other than from the supply authority, he shall furnish at his cost the water analysis to the Architect for approval before use in the building work.

Assignment or sub-letting

25. The Contractor shall not without the written consent of the Architect assign this Contract, and shall not without the written consent of the Architect [which consent shall not be unreasonably withheld to the prejudice of the Contractor] Sub-let any portion of the work.

Sub-Contractor

26. As soon as practicable and before awarding any sub-Contractor shall notify the Architect in writing the names of the Sub-Contractor proposed for the principal parts of the work and for such other parts as the Architect may direct, and shall not employ any to whom the Architect or the Owner may have reasonable objection.

The Architect, however, shall have power to obtain estimate and select other agencies to carry out any of the work as described below.

26. [1] All specialists, merchants, tradesmen, and other executing any works or supplying and fixing any goods, who may be nominated or selected by the Architect shall be deemed to be Sub-Contractors employed by the Contractors and are to be referred as nominated Sub-Contractors. No nominated Sub-Contractor shall be employed on or in connection with the work against whom the Contractor shall make reasonable objection or [save where the Architect and Contractor shall otherwise agree] who will not enter into a contract providing.

26. [1] A. That the nominated Sub-Contractor shall carry out and complete the sub-contract works in every respect to the reasonable satisfaction of the Contractor and of the Architect and in conformity with all the reasonable direction and requirement of the Contractor.

26. [1] B. That the nominated Sub-Contractor shall observe, perform and comply with all provisions of this Contract on the part of the Contractor to be observed, performed and complied with [other than clause 47 [A] of these conditions, if applicable] so far as they relate and apply to the Sub-Contractor works or to any portion of the same.

26. [1] C. That the nominated Sub-Contractor shall indemnify the Contractor against the same liabilities in respect of the Sub-Contract work as those for which the Contractor is liable to indemnify the Owner under this Contract.

26. [1] D. That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default of such Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, and shall insure himself against any such claims and produce the policy, or policy and premium and premium receipts as and when required by the Contractor or Architect.

26. [1] E. That payment in respect of any work, materials or goods comprised in the Sub-Contract shall be made within fourteen days after receipts by the Contractor of the Architect's certificate under clause 29 of these conditions which states as due an amount calculated by including the total value of such work, materials or goods, and shall when due be subject to the retention by the Contractor of the sums mentioned in subparagraph [J].

26. [1] F. That the Architect and his representative shall have right of access to the workshops and other places of the nominated Sub-Contractor as mentioned in clause 15 of these conditions.

26. [1] G. That the Sub-Contract work shall be completed within the period or [where they are to be completed in sections] periods therein specified, that the Contractor shall not without the written consent of the Architect grant any extension of time for the completion of the Sub-Contract work or any section thereof, and that the Contractor shall inform the Architect of any representations made by the nominated Sub-Contractor as to the cause of any delay in the progress of completion of the Sub-Contractor as to the cause of any delay in the progress of completion of the Sub-Contract work or of any section thereof.

26. [1] H. That if the nominated Sub-Contractor shall fail to complete the Sub-Contract work or [where the Sub-Contract works are to be completed in sections] any section thereof within the period therein specified or within any extended time granted by the Contractor with the written consent of the Architect, and the Architect certifies in writing to the Contractor that the same ought reasonably so to have been completed the nominated Sub-Contractor shall pay or allow to the Contractor either a sum calculated at the rate therein agreed as Liquidated and Ascertained damages for period during which said work or any section thereof, as the case may be, shall so remain or have remained incomplete or (where no such rate is therein agreed) a sum equivalent to any loss or damage suffered or incurred by the Contractor and caused by the failure of the nominated Sub-Contractor as aforesaid.

26. [1] J. That the Contractor shall retain from the sum directed by the Architect having been included in the calculation of the amount stated as due in any certificate issued under clause 31 of these conditions in respect of the total value of work, materials or goods executed or supplied by the nominated Sub-Contractor the percentage of such value named in the appendix to these conditions as percentage of certified value retained up to a total amount not exceeding a sum which bears the same ratio to the Sub-Contract price as the unreduced sum named in the appendix to these conditions as limited of Retention Fund bears to the Contract sum; and that the Contractor's interest in any sums so retained [by whomsoever held] shall be fiduciary as trustee for the nominated Sub-Contractor [but without obligation to invest]; and that the nominated Sub-Contractor's beneficial interest in such sums shall be subject only to the right of the Contractor to have recourse thereto from time to time for payment of any amount which he is entitled under the Sub-Contract to deduct from any sum due or to become due to the nominated Sub-Contractor they shall be paid in full if paid within 14 days of the date fixed for their release in the Sub-Contract.

26. [2] Before issuing any certificate under clause 31 of these conditions the Architect may request the Contractor to furnish to him reasonable proof that all amounts included in the calculation of the amount stated as due on previous certificates in respect of the total value of work materials or goods executed or supplied by any nominated Sub-Contractor have been duly discharged and if the Contractor fails to comply with any such request the Architect shall issue a certificate to that effect and thereupon the Owner may himself pay such amounts to any nominated Sub-Contractor concerned and deduct the same from any sums due or become due to the Contractor.

26. [3] A. The Contractor shall not grant to any nominated Sub-Contractor any extension of the period within which the Sub-Contractor work or [where the Sub-Contract works are to be completed in sections] any section thereof is to be completed without the written consent of the Architect. Provided always that the contractor shall inform the Architect of any representation made by the nominated Sub-Contractor as to the cause of any delay in the progress or completion of the Sub-Contract work or any section thereof and that the consent of the Architect shall not be unreasonably withheld.

26. [3] B. If any nominated Sub-Contractor fails to complete the Sub-Contract work or [where the Sub-Contract works are to be completed in sections] any section thereof within the period specified in the Sub-Contract or within the extended time granted by the Contractor with the written consent of the Architect, then if the same ought reasonably so to have been completed the Architect shall certify in writing accordingly. Any such certificates shall be issued to the Contractor and immediately upon issue the Architect shall send a duplicate copy thereof to the nominated Sub-Contractor.

26. [4] If the Architect desires to secure final payment to any nominated Sub-Contractor before final payment is due to the Contractor, and if such Sub-Contractor has satisfactorily indemnified the Contractor against any latent defects then the Architect may in and interim Certificate include an amount to cover the said final payment and thereupon the Contractor shall pay such nominated Sub-Contractor the amount so certified. Upon such final payment the amount named in the appendix to these conditions limit of retention fund shall be reduced by the sum which bears the same ratio to the said amount as does such sub-Contractor' sub-Contract price to the Contract Sum, and save for latent defects the Contractor shall be discharged from all liability for the work materials or goods executed or supplied by such Sub-contractor under the Sub-Contract to which the payment relates.

26. [5] Neither the existence nor the exercise of the foregoing powers nor anything else contained in these conditions shall render the Owner in any way liable to any nominated Sub-Contractor.

26. [6] Where the Contractor in the ordinary course of his business directly out works for which Prime Cost or Provisional Sums are included in the Contract Bills and the Architect is prepared to receive tenders from the Contractors for such items, then the Contractor shall be permitted to tender for the same or any of them but without prejudice to the Owner's right to reject to lowest or any tender. If the Contractor's tender is accepted, he shall not sub-let the work without the consent in writing of the Architect.

26. [7] It shall be a condition of any tender accepted under this paragraph that clause 30 of these conditions shall apply in respect of the Item Work included in the tender as if for the reference therein to the Contract Drawings and the contract Bills there were references to the equivalent documents included in or referred to in the Tender.

26. [8] The Contractor shall allow for general attendance upon Sub-Contractors including free use of plant scaffolding and is to allow them the use of sanitary conveniences, storage facilities for storing materials, other amenities and affording them all reasonable facilities for carrying out their Contracts.

Prime Cost:

27. The following provisions of these conditions shall apply where Prime Cost sums are included in the Contract Bills or arises as a result of Architect's instructions given in regard to the expenditure of provisional Sums in respect of any materials or goods to be fixed by the Contractor.

27. [1] Such sums shall be understood to mean the net cost to be defrayed as a Prime Cost after deducting any trade or other discount and shall include sales-tax [where applicable] and other taxes and duties and the cost of packing carriage and delivery. Provided that where in the opinion of the Architect the Contractor has incurred expense for special packing or special carriage such special expense shall be allowed as part of the sums actually paid by the Contractor.

27. [2] Such sums shall be expended in favor of such persons as the Architect shall instruct, and all specialists, merchants, tradesman or others who are nominated by the Architect to supply materials or goods are hereby declared to be the suppliers to the Contractor and are referred to in these conditions as "Nominated Suppliers" provided that the Architect shall not [save where the Architect and Contractor shall otherwise agree] nominate as a supplier a person who will not enter into a Contract of sale which provides [inter alia] :-

27. [2] A. That the materials or goods to be supplied shall be to the reasonable satisfaction of the Architect.

27. [2] B. That the nominated supplier shall make good by replacement or otherwise any defects in the materials or goods supplied which appear within such period as is therein mentioned and shall bear any expenses reasonably incurred by the Contractor as direct consequence of such defects, provided that:

[I] Where the materials or goods have been used or fixed such defects are not such that examination by the Contractor ought to have revealed them before using or fixing.

[II] Such defects are due solely to defective workmanship or material in the goods supplied and shall not have been caused by improper storage by the Contractor or misuse or by any act or neglect of either the Contractor, the Architect or the Owner or by any person for whom they may be responsible.

27. [2] C. That delivery of the materials or goods supplied shall be commenced and completed at such times as the Contractor may reasonably direct.

27. [3] All payments by the Contractor for materials or goods supplied by a Nominated Supplier shall be in full, and shall be paid within 30 days of the end of the month during which delivery is made.

Artists and tradesmen

28. The Contractor shall permit the execution of work not forming part of this Contract by artists, tradesmen or others engaged by the Owner. Every such person shall for the purposes of clause 45 of these conditions be deemed to be a person for whom the Owner is responsible and not be a Sub-Contractor.

Separate Contracts

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

Variations, Provisional and Prime Cost Sums

30. [1] The Architect may issue instruction requiring a variation and he may sanction in writing any variation made by the Contractor otherwise than pursuant to an instruction of the Architect. No variation required by the Architect or subsequently sanctioned by him shall vitiate this contract.

30. [2] The term “ Variation” as used in these conditions means the alteration or modification of the design, quality or quantity of the work as shown upon the Contractor Drawings and desired by or referred to in the Contract Bills, and includes the addition, omission or substitution of any work, the alteration of the kind of standard of any of the materials or goods to be used in the work, and removal of site of any works materials or goods executed or brought thereon by the Contractor for the purposes of the work other than work, materials or goods which are not in accordance with this Contract.

30. [3] The Architect shall issue instructions in regard to the expenditure of Prime Cost and Provisional Sums included in the Contract Bills and of Prime Cost sums which arise as a result of instruction issued in regard to the expenditure of Provisional Sums.

30. [4] All variations required by the Architect or subsequently sanctioned by him in writing and all work executed by the Contractor for which Provisional Sums are included in the Contract Bills [other than work for which a tender made under clause 26 [7] of these conditions has been accepted] shall be measured and valued by the Architect who shall give to the Contractor an opportunity of being present at the time of such measurement and of taking such notes and measurements as the Contractor may require. The valuation of variations and of work executed by the Contractor for which a Provisional Sum is included in the Contract Bills, [other than work for which a tender has been accepted as aforesaid] unless otherwise agreed shall be made in accordance with the following rules.

30. [4] A. The price in the Contract Bills shall determine the valuation of work of similar character executed under similar conditions as work priced therein.

30. [4] B. The said price, where work is not of a similar character or executed under similar conditions as aforesaid, shall be the basis of prices for the same so far as may be reasonable, failing which a fair valuation thereof shall be made.

30. [4] C. Where work cannot properly be measured and valued the Contractor shall be allowed day work rates on the prices prevailing when such work is carried out [unless otherwise provided in the contract bills]:

[I] At the rates if any, inserted by the Contractor in the Contract Bills or in the form of Tender or

[II] When no such rates have been inserted, at the rates prevailing in the market for materials and labour and at the control rates for the controlled materials including in all cases the rates for delivery of the material at the work.

Provided that in any case voucher specifying the time daily spent upon the work [and if required by the Architect the workmen's names] and the materials employed shall be delivered for verification to the Architect or his authorized representative not later than the end of the week following that in which the work has been executed.

30. [4] D. The prices in the Contract Bills shall determine the valuation of items omitted, provided that if omissions substantially vary the conditions under which any remaining items of work are carried out the process for such remaining items shall be valued under rule [B] of this sub-clause.

30. [5] Effect shall be given to the measurement and valuation of variations under Sub-Clause [4] of this condition in Interim Certificates and by adjustment of the Contract Sum; and effect shall be given to the measurement and valuation of work for which a Provisional Sum is included in the Contract Bills under the said Sub-Clause in Interim Certificate and by adjustment of the Contract Sum in accordance with clause 31 [5] of these conditions.

30. [6] If upon written application being made to him by the Contractor, the Architect is of the opinion that a variation or the execution by the Contractor of work for which a Provisional Sum is included in the Contract Bills [other than work for which a tender made under clause 26 [6] of these conditions has been accepted] has involved the Contractor in direct loss and/ or expenses for which he would not be reimbursed by payment in respect of a valuation made in accordance with the rules contained in Sub-Clause [4] of the condition and if the said application is made within a reasonable time of the loss or expense. Any amount from time to time so ascertained shall be added to the Contract Sum, and if an Interim Certificate is issued after the date of ascertainment any such amount shall be added to the amount which would otherwise be stated as due in such certificate.

Certificates and Payment

31. [1] At the period of Interim Certificate named in the appendix to these conditions the Architect shall issue a certificate stating the amount due to the Contractor from the Owner, and the Contractor be entitled to payment therefore within the period for honoring certificates named in the appendix to these conditions, interim valuations shall be made whenever the Architect considers them to be necessary for the purpose of ascertaining the amount to be stated as due in an Interim Certificate.

31. [2] The amount stated as due in an Interim Certificate shall subject to any agreement between the parties as to stage payments, be the total value of the work properly executed and of the materials and goods delivered to or adjacent to the work for use thereon up to and including a date not more than seven days before the date of the said Certificate less any amount which may be retained by the Owner [as provided in sub-clause [3] of this condition] and less include the value of the said materials and goods as and from such time as they are reasonably, properly and nor prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties.

31. [3] The Owner may retain the percentage of the total value of the work, materials and goods referred to in Sub-Clause [2] of this conditions which is named in the appendix to these conditions as retention percentage. Provided always that when the sum of the amount so retained reduced in pursuance of clause 26 [J] of these conditions, as the case may be, no further amounts shall be retained by virtue of this Sub-Clause.

31. [4] The amounts retained by virtue of Sub-Clause [3] of this conditions shall be subject to the following rules:

31. [4] A. The Owner's interest in any amounts so retained shall be fiduciary as trustee for the Contractor [but without obligation in invest], and the Contractor's beneficial interest therein shall be subject only to the right of the Owner to have recourse thereto from time to time for payment of any amount which he is entitled under the provisions of this Contractor to deduct from any sum due or to become due to the Contractor.

31. [4] B. On the issue of the certificate of virtual completion the Architect shall issue a certificate for one moiety, of the total amounts then so retained and the Contractor shall be entitled to payment of the said moiety within the period for honoring certificate named in the appendix to these Conditions.

31. [5] A. The measurement and valuation of the work shall be completed within the period of final measurement and valuation stated in the appendix to these Conditions, and the Contractor shall be supplied with a copy of the priced bills of variation not later than the end of the said period and before the issue of the Final Certificate under Sub-Clause [6] of this Condition.

31. [5] B. Either before or within a reasonable time after Virtual Completion of the work the Contractor shall send to the Architect all documents necessary for the purposes of the computations required by these Conditions including all documents relating to the accounts of nominated Sub-Contractors and Nominated Suppliers.

31. [5] C. In the settlement of accounts the amount paid or payable under the appropriate contracts by the Contractors to nominated Sub-Contractor or nominated suppliers the amounts paid or payable by virtue of clause 21 [2] of these Conditions in respect of fees or charges for which a Provisional Sum is included in the Contract Bills, the amount paid or payable in respect of any insurance maintained in compliance with clauses 46 and 47A, of these conditions, the Tender Sum [or such other sum as is appropriate in accordance with the terms of the tender] for any work for which a tender made under clause 26 [6] of these conditions is accepted and the value of any work executed by the Contractor for which a provisional sum mentioned in the contract Bills or arising under Architect instructions issued under clause 30 [3] of these Conditions as the case may be, and the balance, after allowing in all cases prorate for the Contractor's profit at the rates shown in the Contract Bills, shall be added to or deducted from the Contract Sum. Provided that no deduction shall be made in respect of any damages paid or allowed to the Contractor by any Sub-Contractor or supplier.

31. [6] So soon as is practicable but before the expiration of the period the length of which is stated in the appendix to these Conditions from the end of the Defects Liability Period also stated in the said appendix or from completion of making good defects under clause 40 of these conditions or from receipt by the Architect of the Document referred to in paragraph [B] of Sub-Clause [5] of this Condition, whichever is the latest, the Architect shall issue the Final Certificate. The Final Certificate shall state:

31. [6] A. The sum of the amount paid to the Contractor under Interim Certificate and the amount named in the said appendix as limit of Retention Fund, and.

31. [6] B. The Contract Sum adjusted as necessary in accordance with the terms of these conditions, and the difference [if any] between the two sums shall be expressed in the said Certificate as a balance due to the Contractor from the Owner or to the Owner from the Contractor as the case may be, and subject to any deductions authorized by these conditions, the said balance shall as from the fourteenth day after the issue of the said certificate be a debt payable as the case may be by the Owner to the Contractor or by the Contractor to the Owner.

31. [7] Unless a written request to concur in the appointment of an Arbitrator shall have been given under clause 55 of these Conditions by either party before the Final Certificate has been issued or by the Contractor within 28 days after such issue. The said certificate shall be conclusive evidence in any proceedings arising out of this Contract [whether by Arbitration under clause 55 of these Conditions or otherwise] that the works have been properly carried out and completed in accordance with the terms this Contract and that any necessary effect has been given to all the terms of this Contract which require an

adjustment to be made to the Contract sum, except and in so far as any sum mentioned in the said certificate is erroneous by reason of :-

31. [7] A. Fraud dishonesty or fraudulent concealment relating to the works, or any part thereof any matter dealt with in the said Certificate; or

31. [7] B. Any defect [including any omission] in the works, or any part thereof which reasonable inspection or examination at any reasonable time during the carrying out of the works or before the issue of the said Certificate would not have disclosed; or

31. [7] C. Any accidental inclusion or exclusion of any work, materials, goods or figure in any computation or any arithmetical error in any computation.

31. [8] Save as aforesaid no certificate of the Architect shall of itself be conclusive evidence that any works materials or goods to which it relates are in accordance with Contract.

31.[9] Taxes: The GST, The GST shall be provided on payment as per time to time rules & regulation.

31.10) The TDS: The TDS to be deducted from each running bill as per time to time rules & regulation by the employer.

Claim for Extra

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

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

Deduction for uncorrected work

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

Fluctuations

34. The Contractor shall not claim any extras for fluctuation of price and the Contract Price shall not be subject to any rise or fall of prices, unless it is specially provided by the contract as a special condition.

Unfixed goods and materials

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

Materials and Workmanship

36. [1] All materials and workmanship shall be as per the relevant code of I.S.I. Specification and of approved type and the Contractor shall immediately remove from the works any material and/or workmanship which in the opinion of the Architect are defective or unsuitable and shall substitute proper materials and /or workmanship at his own cost. The term approval used in connection with this contract shall mean the approval of the Architect.

36. [2] The Contractor shall if required submit satisfactory evidence as to the kind and quality of material.

36. [3] Where special makes or brands are called for they are mentioned as a standard Others of equal quality may be used provided approval is first obtained in writing from the Architect. Unless substitutions are requested no deviation from the Specification will be permitted. Failure to propose the substitution of any article within 30 days after signing of the Contract will be deemed sufficient cause for denial of the request for substitution.

36.[4] The Contractor shall indicate and submit evidence in writing of those materials or articles called for in the Specifications that are not obtainable for installation in the work within the Time Limits of the Contract. Failure to indicate the above, within 30 days after the signing of the Contract, will be deemed sufficient cause for the denial of request for the extension of the Contract time.

36. [5] All materials shall be delivered so as to insure a speedy and uninterrupted progress of the work. Such materials shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure, and the Contractor shall be entirely responsible for damage or loss by weather or other cause.

36. [6] Within 30 days after signing the Contract, the Contractor shall submit for approval of the Architect a complete list of all material he and his Sub-Contractor propose to use in the work of definite brand or make which differ in any respect from those specified; also the particular brand of any article where more than one is specified as a standard. He shall also list items not specifically mentioned in the Specification but which are reasonably inferred and necessary for the completion of the work.

Inspection

36. [7] All materials and workmanship shall be subject to inspection, examination, and test by the Architect at any and all times during manufacture and/or construction. The Architect shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with proper material without additional charge therefore and the Contractor shall promptly segregate and remove the rejected material from the works. If the Contractor fails to proceed at once with the replacement of rejected materials and or the correction of defective workmanship, the Architect may by contract or otherwise replace such materials and /or correct such workmanship and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed further with the work.

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

Defects

37. [1] The Contractor shall have made good at his own cost and to the satisfaction of the Architect, all defects, shrinkages or small faults, arising in the opinion of the Architect from work or materials not being in accordance with the Drawings or Specifications or Schedule or Quantities or the Instruction of the Architect, which may appear within "Defects Liability Period" referred to in the appendix.

37. [2] Such defects, shrinkages shall upon directions in writing of the Architect, and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost unless the Architect shall decide that he ought to be paid for such amending and making good and in case of default the Owner may employ and pay other Contractor to amend and make good such defects, shrinkage, settlements or other faults and all damages loss and expense consequent thereon or incidental thereto shall be made good and borne be the Contractor and such damage, loss or expense shall be recoverable from him by the Owner or may be deducted by the Owner upon the Architect certificate in writing from any amount due or may become due to the Contractor or the Owner may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor as sum to be determined by the Architect as

equivalent to the cost of amending such work and in the event of the Retention Amount being insufficient recover the balance from the Contractor, together with any expenses the Owner may have incurred in connection therewith.

Possession Completion and Postponement

38. [1] On the date for commencement stated in the appendix to these conditions possession of the site shall be given to the Contractor who shall thereupon being the works and regularly and diligently proceed with the same, and who shall complete the same on or before the date for Completion stated in the said appendix subject nevertheless to the provisions for extension of time contained in clause 40 of these conditions.

38. [2] The Architect may issue instructions in regard to the postponement of any work to be executed under the provisions of this Contract.

39. If at the time or times before Virtual Completion of the work the Owner with the consent of the Contractor shall take possession of any part or parts of the same for handing over the finishing Contractor or other agency, then notwithstanding anything expressed or implied elsewhere in this Contract: -

39. [1] Such part or parts shall not be deemed to be Virtually Complete.

39. [2] Virtual Completion of such part or parts would occur on the completion of the last part of the structure under this Contract.

39. [3] The Contractor shall not claim that such part or parts are complete and request refund of payment in lieu thereof.

Extension

40. Upon it becoming reasonably apparent that the progress of the Works is delayed, the Contractor shall forthwith give written notice of the cause of the delay to the Architect, and if in the opinion of the Architect, the Completion of the Work is likely to be or has been delayed beyond that date for completion stated in the appendix to these conditions or beyond any extended time previously fixed under this clause.

40. [1] By force majeure. Or.

40. [2] By reason of any exceptionally inclement weather. Or

40. [3] By reason of loss or damage occasioned by any one or more of the contingencies referred to in clause 47 [A], [B] and [C] of these conditions, Or.

40. [4] By reason of civil commotion, local combination of workmen strikes or lockout affecting any of the trades employed upon the works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the work. Or

40. [5] By reason of Architect's instruction issued under clauses 9, 30 [1] or 38 [2] of these Conditions. Or.

40. [6] By reason of the Contractor not having received in due time necessary instruction, drawings, details or levels from the Architect for which he specifically applied in writing on a date which having regard to the date for completion stated in the appendix to these conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same. Or

40.[7] By delay on the part of nominated Sub-Contractor or Nominated Suppliers which the Contractor has taken all practicable steps to avoid or reduce. Or

40.[8] By delay on the part of artists, tradesmen or other engaged by the Owner in executing work not forming part of this Contract. Or

40.[9] By reason of the opening up for inspection of any work covered up or of the testing of any of the work, materials or goods in accordance with clause 36 [7] of these conditions [including making good in consequence of such opening up or testing] unless the inspection of test showed that the work materials or goods were not in accordance with this Contract. Or

40.[10] By reason of the Contractor's inability for reason beyond his control and which could not reasonably have foreseen at the date of this Contract to secure such labour goods or materials as are essential to the proper carrying out of the works.

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

Damages for non-completion

41. If the Contractor fails to complete the works by the date specified in these Conditions or within extended time fixed under clause 38 of these conditions and the Architect certifies in writing that in his opinion the same ought reasonably so to have been completed, the Contractor shall pay or allow the owner a sum calculated at the rate stated

in the appendix as agreed Liquidated Damages for the period during which the said work shall so remain or have remained incomplete, the Owner may deduct such damages from any money otherwise payable to the Contractor under the Contract.

Virtual Completion and Defects Liability Period

42. [1] When in the opinion of the Architect the Works are practically completed, he shall forthwith issue a certificate to that effect and Virtual Completion of the Works shall be deemed for all the purpose of this Contract to have taken place on the day named in such certificate.

42. [2] Any defects shrinkage or other faults which shall appear within the “Defects Liability Period” stated in the appendix to these Conditions and which are due to materials and workmanship not in accordance with this Contract shall be specified by the Architect in a Schedule of Defects which he shall deliver to the Contractor no later than 14 days after the expiration of the said Defects Liability Period and within a reasonable time after receipt of such Schedule the Defects Shrinkages and other faults therein specified shall be made good by the Contractor and [unless the Architect shall otherwise instruct in which case the Contract Sum shall be adjusted accordingly] entirely at his own cost.

42. [3] Notwithstanding sub-clause [2] of this Condition the Architect may whenever he considers it necessary so to do, issue instructions requiring any defect, shrinkages or other fault which shall appear within Defects Liability Period named in the appendix to these conditions and which is due to materials and workmanship not in accordance with this contract to be made good and the Contractor in reasonable time after receipt of instruction comply with the same and [unless the Architect shall otherwise instruct in which case the Contract sum shall be adjusted accordingly] entirely at his own cost. Provided that no such instruction shall be issued after 14 days from the expiration of the said Defects Liability Period.

42. [4] When in the opinion of the Architect any defects shrinkages or other defaults which he may have required to be made good under sub-clause [2] and [3] of this Condition shall have been made good he shall issue a certificate to that effect, and completion of making good defects shall be deemed for all purposes of this Contract to have taken place on the day named in such certificates.

42. [5] In no case shall the Contractor be required to make good at his own cost any damages which may appear after Virtual Completion of the work, unless the Architect shall certify that such damage is due to injury which may appear after Virtual Completion of the work, unless the Architect shall certify that such damage is due to injury which took place before Virtual Completion of the Works.

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

43. [1] If upon written application being made to him by the Contractor the Architect is of the opinion that the Contractor has been involved in direct loss and/or expense for which he would not be reimbursed by a payment made under any other provision in this Contract by reason of the regular progress of the Works or of any part thereof having been materially affected by:

43. [1] A. The Contractor not having received in due time necessary instructions, Drawings details or Levels from the Architect for which he specifically applied in writing on a date which having regard to the date of completion stated in the appendix to these Conditions was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same; or

43. [1] B. The opening up for inspection of any work covered up or the testing of any work material or goods in accordance with clause 36 [7] of these conditions [including making good in consequence of such opening up or testing], unless the inspection or test showed that the work materials or goods were not in accordance with this Contract; or

43. [1] C. Any discrepancy or divergence between the Contract drawings and /or the Contract Bills; or

43. [1] D. Delay on the part of the Artists Tradesmen or others engaged by the Owner in executing work not forming part of this Contract; or

43. [1] E. Architect instruction issued in regard to the postponement of any work to be executed under the provisions of this Contract; and if the written application is made within a reasonable time of it becoming apparent that the progress of the work or of any part thereof has been affected as aforesaid.

Then the Architect shall ascertain the amount of such loss and/ or expense. Any amount from time to time so ascertained shall be added to the amount which would otherwise be stated as due in such certificate.

43. [2] The provisions of the Conditions are without prejudice to any other rights and remedies which the Contractor may possess.

Payments withheld

44. The Architect may withhold or on account of a subsequently discovered evidence nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the Owner from loss on account of:

44. [1] Defective work not remedied.

44. [2] Failure of the Contractor to make payments properly to Sub-Contractor or for materials or labour.

44. [3] A reasonable doubt that the Contractor can be completed for the balance then unpaid.

44. [4] Damage to another Contractor or Sub-Contractor.

44. [5] Claims filed on reasonable evidence indicating probable filing of claims.

When the above grounds are removed payment shall be made for amounts withheld because of them.

Injury to Persons and Property Owner

45. [1] The Contractor shall be liable for and shall indemnify the Owner against any liability loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the works, unless due to any act or neglect of the Owner or of any person for whom the Owner is responsible.

45. [2] Except for such loss or damages as is at the risk of the Owner under clause 47 [B] or clause 47 [C] of these Conditions [if applicable] the Contractor shall be liable for and shall indemnify the Owner against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the Contractor, his servants or agents or of any Sub-Contractor, his servants or agent.

Insurance against injury to Persons and Property

46. [1] Without Prejudice to his liability to indemnify the Owner under clause 45 of these conditions, the Contractor shall maintain and shall cause any Sub-Contractor to maintain:

46. (1) A. Such insurances as are necessary to cover the liability of the contractor or as case may be such Sub-Contractor in respect of personal injuries or deaths arising out of or in the course of or caused by the carrying out of the work and

46. [1] B. Such insurances as may be specifically required by the Contract Bills in respect of or damage to property real or personal arising out of or in the course of or by reason of the carrying out of the work, and caused by negligence, omission or default of the Contractor, his servants or agents or, as the case may be of such Sub-Contractor, his servants or agents.

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

46. [2] A. The Contractor shall maintain in the joint names of the Owner and Contractor such insurances as may be required in respect of any expenses, liability, loss, claim or proceedings which the Owner may incur or sustain by reason of injury or damages to property real or personal arising out of or in the course of or by reason of the carrying out of the work, and caused otherwise than by the negligence, omission or default of the Contractor, his servants or agents of any Sub-Contractor, his servants or agents.

46. [2] B. Any such insurance as is referred to in the immediately preceding paragraph shall be placed with insurers to be approved by the Architect and the Contractor shall have to deposit with him the policy or policies and the receipts in respect of premiums paid.

46. [3] Should the Contractor or any Sub-Contractor or any Sub-Contractor make default in insuring or in continuing to insure as provided in sub-clause [1] and [2] of this condition the Owner may himself insure against any risk with respect to which the default shall have occurred and may deduct a sum equivalent to the amount paid in respect of premiums from any monies due to or become due to the Contractor.

Insurance of the Works Against Fire etc.

47. [1] *A. The Contractor shall in the joint names of the Owner and contractor insure against loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from aerial objects, riot, and civil commotion for the full value thereof all work executed and all unfixed materials and goods intended for, the full value thereof all work executed and all unfixed materials and goods intended for, delivered to and placed on or adjacent to the work, but excluding temporary building plant, tools and equipment owned or hired by the Contractor or any Sub-Contractor and shall keep such work materials and goods so insured until Virtual Completion of the work. Such insurances shall be with insurers approved by the Architect and the Contractor shall deposit with the Architect the policy or policies and the receipts in respect of premiums paid: and should the Contractor make default in insure against any risk with respect of which the default shall have occurred and deduct a sum equivalent to the amount paid by him in respect of premium from any monies due to or to become due to the Contractor.

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

47. [1] B. Upon settlement of any claim under the insurances aforesaid the Contractor with due diligence shall restore work damaged, replace or repair unfixed materials or goods which have been destroyed or injured, remove or dispose of any debris and proceed with the carrying out and completion of the work. All monies received from such insurances shall be paid to the Contractor by installments under certificates of the Architect issued at the period of interim certificates named in the appendix to these conditions. The Contractor shall not be entitled to payment in respect of the restoration of work damaged, the replacement and repair of any unfixed monies received under the said insurances.

47. [2] * All works executed and all unfixed materials and goods intended for, delivered to and placed on or adjacent to the works [except temporary buildings, plant, tools and equipment owned or hired by the Contractor or any Sub-Contractor] shall be at the sole risk of the Owner as regards loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from, aerial objects riot and civil commotion. If any loss or damage affecting the work or any part thereof or any such unfixed materials or goods is occasioned by any one or more of the said contingencies, then:

47. [2] A. The occurrence of such loss or damage shall be disregarded in computing and amounts payable to the Contractor under or by virtue of this Contract.

47. [3] B. The Contractor with due diligence shall restore work damaged, replace or repair and unfixed materials or goods which have been destroyed or injured, remove and dispose of any debris and proceed with carrying out and completion of the work. The restoration of work damaged, the replacement and repair of unfixed materials and goods and the removal and disposal of debris shall be deemed to be a variation required by the Architect.

47. [3]* The existing structure together with all the contents thereof and the works all unfixed materials and goods intended for delivered to and placed on or adjacent to the works [except temporary buildings, plants, tools and equipment owned or hired by the Contractor or any Sub-Contractor] shall be at the sole risk of the Owner as regards loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from, aerial object, riot and civil commotion, and the Owner shall maintain adequate insurance against that risk if any loss or damages affecting the work or any part thereof or any such unfixed materials or goods is occasioned by any one or more of the said contingencies then:

47. [3] A. The occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under or by virtue of this Contract.

47. [3] B. [i] if it is just and equitable so to do the employment of the Contractor under this Contract may within 28 days of the occurrence of such loss or damage be determined at the option of either party by notice by registered post or recorded delivery from either party to the other. Within seven days of receiving such notice [but not thereafter] either party may give to the other a written request to concur in the appointment of an Arbitrator under clause 53 of these Conditions in order that it may be determined whether such determination will be just and equitable.

47. [3] B. [ii] Upon the giving or receiving by the Owner of such a notice of determination or, where a reference to Arbitration is as aforesaid upon the Arbitrator upholding the notice of determination the provisions of Sub-Clause [2] [except sub-paragraph] [iii] of paragraph [b] of clause 49 of these Conditions shall apply.

47. [3] B. [iii] If notice of determination is served as aforesaid or where reference to Arbitration is made as aforesaid, if the Arbitrator decides against the notice of determination then.

47. [3] B. [iii] a The Contractor with due diligence shall reinstate or make good such loss or damage and proceed with the carrying out and completion of the works.

47. [3] B. [iii] b The architect may issue instruction requiring Contractor to remove and dispose of any debris; and

47. [3] B. [iii] c The reinstatement and making good of such loss or damage and [when required] the removal and disposal of debris shall be deemed to be variation required by the Architect.

Determination by the Owner

48. [1] Default: If the Contractor shall have made default in any one or more of the following respect, that is to say: -

48. [1] A. If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or

48. [1] B. If he fails to proceed regularly and diligently with the works, or

48. [1] C. If he refuses or persistently neglects to comply with a written notice from the Architect requiring him to remove defective work or improper materials or goods and by such refusal or neglect the work is materially affected, or

48. [1] D. If he fails to comply with the provision of clause 25.

Then the Architect may give him the notice by registered post or recorded delivery specifying the default, and if the Contractor either shall continue such a default for 14 days after receipt of such a notice and shall at any time thereafter repeat such a default [whether previously repeated or not]. Then the Owner without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of notice by registered post or, recorded delivery forth with determine the employment of the Contractor under this Contract, provided that such notice shall not be given unreasonably or veraciously.

48. [2] Bankruptcy of Contractor: In the event of the Contractor becoming bankrupt or making a composition or arrangement with his creditors or being a company having a winding up order made or [except for purposes of reconstruction] a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking duly appointed or possession taken. By or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, the employment of the Contractor under this Contract shall be forthwith automatically determined but the said employment may be reinstated and continued if the Owner and the Contractor, his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.

48. [3] The Owner shall be entitled to determine the employment of the Contractor under this Contract. If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with the Owner, or for showing or forbearing to show favour or disfavor to any person in relation to this Contract or any other Contract with the Owner,

or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf [whether with or without the knowledge of the Contractor], or if in relation to the Contract or any other Contract with the Owner the Contractor or any person employed by him or action on his behalf shall have committed any offence under the prevention of corruption act, or shall have given any fee or reward the receipt of which is an offence under the Local Government Act.

48. [4] In the event of the employment of the Contractor being determined as aforesaid and so long as it has not been reinstated and continued, the following shall be respective rights and duties of the Owner and contractor.

48. [4] A. The Owner may employ and pay other persons to carry out and complete the works and he or they may enter upon the Works and use all temporary buildings, plants, machinery, appliances, goods and materials intended for, delivered to and placed on or adjacent to the works and may purchase all materials and goods necessary for the carrying out and completion of the Works.

48. [4] B. The Contractor shall if so required by the Owner or Architect within 14 days of the date of determination assign to the Owner without payment the benefit of any agreement for the supply of materials or goods and /or for the execution of any works for the purposes of this Contract but on the terms that a supplier or Sub-Contractor shall be entitled to make any reasonable objection to any further assignment thereof by the Owner. In any case the Owner may pay any supplier or Sub-Contractor for any materials or goods delivered or Works executed for the purpose of the Contract [whether before or after the date of determination], in so far as the price thereof has not already been paid by the Contractor. The Owner's rights under this Paragraph are in addition to his rights to pay nominated Sub-Contractor as provided in clause 26 [2] and payments made under this paragraph may be deducted from any sum due or to become due to the Contractor.

48. [4] C. The Contractor shall as and when required in writing by the Architect so to do [but not before] remove from the Works any temporary buildings, plant, tool, equipment's, goods and materials belonging to or hired by him. If within a reasonable time after any such requirement has been made the Contractor, has not complied therewith then the owner may [but without being responsible for any loss or damages] remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

48. [4] D. The Contractor shall allow or pay to the Owner in the manner hereinafter appearing the amount of any direct loss and/or damage caused to the Owner by the determination. Until after completion of the Works under paragraph [A] of this Sub-Clause the Owner shall not be bound by any provisions of this Contract to made any further

payment to the accounts therefore the Architect shall certify the amount of expense properly incurred by the Owner and the amount of any direct loss and/or damage caused to the Owner by the determination and if such amounts when added to the monies paid to the Contractor before the date of determination exceed the total amount which have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Owner by the Contractor, and if the said amounts, when added to the said monies be less than the said total amounts, the difference shall be a debt payable by the Owner to the Contractor.

Determination by the Contractor

49. [1] Without prejudice to any rights and remedies which the Contractor may possess, if

49. [1] A. The owner does not pay to the Contractor the amount due on any certificate within the period for Honoring Certificates named in the appendix to these Conditions and continues such default for seven days after receipt by registered post or recorded delivery of a notice from the Contractor stating that notice of determination under this condition will be served if payment is not made within seven days from receipt thereof: Or

49. [1] B. The Owner interferes with or obstructs the issue of any certificate due under this Contract: or

49. [1] C. The carrying out of the whole or substantially the whole of the uncompleted works [other than the execution of work required under clause 42 of these conditions] is suspended for a continuous period of the length by reason of:

49. [1] C. [I] Force majeure, Or.

49.[1] C. [II] Loss or damage occasioned by any one or more of the contingencies referred to in clause 47 [A] or clause 47 [B] of the conditions [if applicable]. Or.

49. [1] C. [III] Civil commotion, or.

49. [1] C. [IV] Architect's instruction issued under clauses 5 [3], 30 [1] or 38 [2] of these conditions, or.

49. [1] C. [V] The Contractor not having received in due time necessary instructions drawings, details or levels from the Architect for which he specifically applied in writing on a date which having regard to the date of completion stated in the appendix to these conditions or. to any extension of time then fixed under clause 40 of these Conditions was neither unreasonably distant from not unreasonably close to the date on which it was necessary for him to receive the same, Or.

49. [1] C. [VI] Delay on the part of Artist, Tradesmen or others engaged by the Owner in executing work not forming part of this Contract, Or.

49. [1] C. [VII] The opening up for inspection of any work covered up or of the testing of any of the work materials or goods in accordance with clause 36 [7] of these Conditions [including making good in consequence of such opening up or testing] unless the inspection or test showed that the work materials or goods were not in accordance with the Contract.

The Contractor may thereupon by notice by registered post or recorded delivery to the Owner or Architect forthwith determine the employment of the Contractor under this Contract; provided to such notice shall not be given unreasonably or vexatiously.

49. [2] Upon such determination, then without prejudice to the accrued rights or remedies of either party or to any liability of the classes mentioned in clause 43 of these Conditions which may accrue either before the Contractor or any Sub-Contractor shall have removed his or their temporary buildings, plants, machinery, appliances, goods or materials or by reason of his or their so removing the same, the respective rights and liabilities of the Contractor and the Owner shall be as follows that is to say:

49. [2] A. The Contractor shall with all reasonable dispatch and in such manner and with such precautions as will prevent injury, death or damage of the classes in respect for which before the date of determination he was liable to indemnify the Owner under clause 42 of these Conditions remove from site all his temporary buildings, plant, machinery, appliances, goods and materials and shall give facilities for his Sub-Contractor to do the same but subject always to the provisions of Sub-paragraph [III] of Paragraph [B] of this Sub-clause.

49. [2] B. After taking into account amounts previously paid under this Contract the Contractor shall be paid by the Owner:

49. [2] B. [I] The total value of the works completed at the date of determination.

49. [2] B. [II] The total value of the works begun and executed but not completed at the date of determination the value being ascertained mutatis in accordance with clause 30 [4] of these Conditions.

49. [2] B. [III] The cost of materials or goods properly ordered for the works for which the Contractor shall have paid or of which the Contractor is legally bound to pay, and on such payment by the Owner materials or goods so paid for shall become the property of the owner.

49. [2] B. [IV] The reasonable cost of the removal under paragraph [A] of this Sub-Clause.

49. [2] B. [V] Any direct loss and/or damage caused to the Contractor by the determination.

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

Co-ordination of Work

50. At the commencement of work, and from time to time, the Contractor shall confer with the Sub-Contractors, persons, engaged on separate contracts in connection with the work, and with the Architect for the purpose of the co-ordination and execution of the various phases of the work.

The Contractor shall ascertain the Sub-Contractor, persons engaged on separate contracts in connection with the Works, the extent of all chasings, cuttings and forming of all openings, holes, grooves, etc. as may be required to accommodate the various services, the Contractor shall ascertain the routes of all services and the positions of all floor outlets, traps, etc, in connection with the installation of plant and services and arrange for the Construction of work accordingly. The breaking and cutting of completed work must be avoided.

Labour

51. The Contractor shall employ no child labour under 14 years of age on the work. If female labour is engaged the Contractor shall make necessary provision for safeguarding small children and keeping them clear of the site of operations. No labourer shall reside within the compound except authorized guards.

Protection of trees and shrubs

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

Guarantee.

53. [1] Besides guarantees required elsewhere, the Contractor shall guarantee the work in general for one year as noted under clause of the Conditions.

53. [2] All required guarantees shall be submitted to the Architect by the Contractor when requesting certification of accounts for payment by the Owner.

Antiquities

54. [1] All fossils antiquities and other objects of interest or value which may be found on the site or in excavating the same during the progress of the work shall become the property of the Owner. The Contractor shall carefully take out and preserve all such objects and shall immediately or as soon as conveniently may be after the discovery of such articles deliver the same into the possession of the Architect or of the Clerk-of – Works uncleaned and as excavated.

54.[2] if in the opinion of the Architect compliance with the provisions of the preceding Sub-Clause. has involved the Contractor in direct loss and/or expense for which he would not be reimbursed by a payment made under any other provision in this Contract then the Architect shall ascertain the amount of such loss and/or expense, any amount from time to time so ascertained shall be added to the Contractor sum, and if an Interim Certificate is issued after the date of ascertainment any such amount shall be added to the amount which would otherwise be stated as due in such certificates.

Excepted matters

55. The decision, opinion, direction, certificate (except for payment) with respect to all or any of the matters under clause 5, 9, 19, 25, 36, 40 (1, 2, 4, 7, & 8) and 48 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal.

Arbitrator

56. All dispute and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the Contract) shall be referred to and settled by the Architect who shall state his decision in writing. Such decision may be in the form of a Final Certificate or otherwise. The decision of the Architect with respect of any of the excepted matters shall be final and without appeal. But if either the Owner or the Contractor be dissatisfied with the decision of the Architect on any matter, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Architect of any certificate to which the Contractor may claim to be entitled then and in any such case either party (the Owner or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Architect requiring that such matters in dispute be arbitrated upon. Such written notice shall specify the matters which are in dispute and such dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration as per Indian Arbitration Act in Force.

The Arbitrator, the Arbitrators or the Umpire as the case may be shall have power to open up review and revise any certificate, opinion, decision, requisition or notice save in regard to the excepted matters referred to in clause 55 and to determine all matters in dispute which shall be submitted to him or them and of which notice shall have been given as aforesaid.

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

Protection and cleaning

57. [1] The Contractor shall protect and preserve the work from all damage or accident providing any temporary roof, window, and door coverings, boxing or others constructions as required by the Architect. This protection shall be provided for all property adjacent to the site as well as on the site.

57. [2] The Contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On Completion the Contractor shall ensure that the premises and/or site are cleaned surplus materials debris, sheds etc. removed, areas under floors cleared of rubbish gutters and

drains cleared, doors and sashes eased, locks and fastening oiled, keys clearly labeled and handed to the clerk-of-works so that the whole is left fit for immediate occupation or use and to the satisfaction of the Architect.

Tolerance

58. The Contractor shall exercise every care to ensure that all structural members are sufficiently plumb and true to dimensions called or on the drawings to receive prefabricated finishing elements such as doors, windows, cabinet work. Ceramic work, concrete, tiles etc. Any variations may require rectification in the structural members or may involve remaking or replacing the finishing elements, fabricated to fit into the openings or spaces, as called for on the Drawings.

In case of separate Contract, the Contractor whose work does not conform to dimensions called for, shall be liable for all the expenses which may have to be incurred for rectification or replacement as may be required by the Architect for the proper installation of the finishing elements. The Architect's decision in this respect shall be final and binding on the parties concerned.

APPENDIX (A) HEREINBEFORE REFERRED TO

[1] Defects Liability Period	365 days or one Monsoon from the date of virtual completion
[2] Date of Commencement	_____, 2026
[3] Date of Completion	_____, 2027
[4] Mobilization advance	5% of subtotal (A)
Agreed Liquidated Damages	Rupees 1,00,000.00 per day
[1] Value of Work for Interim Certificate	Rupees. 1.48 Cr. per bill
[3] Retention Percentage	5% Security Deposit from every ruining bill, up to total built-up security of Rs. 1.11 Cr
[3] Limit of Retention Fund	one monsoon or one-year minimum

[6] Installment After Virtual Completion	50% of Built-up Retention Fund
[1] Period of Honoring Certificate	15 days

APPENDIX (B) Basic rate of materials to be submitted by tenderer

ITEMS	RATES	UNIT
1. Cement bags	Rs.	per bags.
2. Sand	Rs.	per cum
3. B.T. Metal (10 to 20 mm)	Rs.	per cum
4. B.T. Metal (40 mm)	Rs.	per cum
5. Stone Dust (Agg. Churi) 6to 8mm	Rs.	per cum
6. Bricks crushing strength	Rs.	per 1000 bricks
7. AAC block 200X600X230	Rs.	Per nos
8. AAC block 230X600X150	Rs.	Per nos
9. AAC block 200X600X100	Rs.	Per nos
10.Murum	Rs.	per cum
11.Steel reinforcement Fe-500	Rs.	per kg.
12.Binding wire	Rs.	per kg.
13. Anti-termite	Rs.	per litter
14. Anti-rusting	Rs.	per litter
15.Curing compound	Rs.	per kg. /litter
16. Post tension (pre stressing) steel as per specification	Rs.	per M.
17. Silica fume	Rs.	per kg.
18. Admixture /super plasticizer	Rs.	per litter
19.PP fiber of fiber	Rs.	per kg.

SPECIAL CONDITIONS OF CONTRACT

- Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnance or variations, prevail.
- Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of contract and Special Conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy

inconsistency, error or omission in the contracts or any of them, the matter may be referred to the Architect who shall give their decisions and issue to the Contractor instructions directing in what manner the work is to be carried out. The decision of the Architect shall be final and conclusive and the contractor shall carry out the work in accordance with this decision.

3. Works shown upon the drawings but not mentioned in the specifications or described in the specifications without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.
4. The Contractor shall comply with all the provisions made in the Contract Labour (Regulation & Abolition) Act 1979, and The Maharashtra Contract Labour (Regulation & Abolition) Rules, 1971, all other rules presently in force.
5. The Contractor shall note that the rates quoted are for complete work and include the taxes, services tax, octroies and royalties including VAT, GST, Works Contract /Turnover and all other taxes as applicable.
6. For the work of pile foundation, the Contractor must engage specialized competent and experienced agency approved by the Architect. The Contractor Shall not be permitted to sublet any other part of work without written permission of the Architect. If such a permission to sublet any part of the work including that in foundation is granted, Contractor shall take full responsibility for the quality of the work and completion of the same within the stipulated time limit. Before subletting the work, the Contractor shall furnish the name of the Sub-Contractor giving all details and information about their capacity to perform the class of work to be entrusted to them.
7. The cost of testing charges for materials will be borne by the Contractor and 10% of the tests shall be carried out in Accredited Laboratory.
8. The Contractor shall comply to Contract Labour Act ESIC/EPF/MLWB regulations in force and also indemnify the Owner against all claims under the Workmen's Compensation Act or any other statute in force, including common law in respect of Contractor's employees or sub- Contractor during the period of the Contract and the maintenance period.
9. Basic Rates of Materials
The cost estimation put to tender is based on the following basic rates of material for delivery at the site;

Cement

Rs. 260/ Bag.

TMX Bar (Tor steel) Fe 500	32+GST / M.T
Structural Steel, I Section	_____/ M.T
Built in structure, insert plats etc.	
Binding wire	_____/ M.T

10. Indemnity clause:

The contractor shall have to pay indemnity to the owner against all action, suits, claims and demands brought to or made against the Owners in respect of any matter or done or committed to be done by the Contractor in execution or with the connection with the work of this Contract and against any loss or damages to the owners in accordance with any action or suite being brought against the contractor for anything done or in connection with the work of this Contract.

The Contractor shall be responsible during the progress of the work as well as maintenance period for any liability imposed by law for any damage to the work or any part thereof or to any of the materials or other things used in performing work or for injury to any person or persons, animals or any property damaged in or outside the works limit, which may arise from the operations or neglect of himself or any of his employees, Sub Contractor, whether such injury /damage arises from accident or any other cause. The Contractor shall indemnify and hold the owner and the Architect and Consultant harmless against any and all liability, claims, loss or injury, including costs, expenses and attorney's fees incurred in the defense of same arising from any allegations whether groundless or not, of damages or injury to any person or property resulting from the performance of work or from any material used in the work or for any condition of work or work site or from any cause whatsoever during the progress and maintenance of work. This clause shall be held to include any damage to buildings, whether immediately adjacent to or otherwise, equipment, pipelines, telephone and electric cables etc. and the work forming to subject of this Contract by any natural inclemency. The Contractor shall also reinstate at his own cost all the damages of all sorts, so as to deliver whole of the Contract works complete and perfect in any respect and also satisfy all claims under this clause for damage to properties of third parties. The Contractor shall authorize Architect / Owner to deduct the amount of any damages, costs and expenses arising and occurring from the Contractor or in respect of any claim or damage from any sum due to the Contractor at his own expense arrange to effect and maintain, during the progress as well as maintenance (defect liability) period, Contractors all risk policy from an approved insurance company in the joint names of the owner and the Contractor against such risks and deposit policies with the owner.

11. The Contractor shall comply with the regulations and bye laws of all the statutory authorities and will bear all the related charges receive notices and shall comply to the same. The Contractor is also bound to carry out any extra items, not included in the

original schedule and necessary for the completion of work. Written instructions for such extra items/extra work will be issued in writing by the Architect / Consultant.

12. All the survey instruments necessary on the site shall be provided by the Contractor. The Contractor shall construct and maintain proper bench marks and center line marks.
13. The rates quoted shall include the cost of dewatering of sub soil water and drain water that may be necessary during the execution of work.
14. The Contractor shall employ at his cost qualified civil engineers approved by the Architect / Consultants, any notice served on the Contractor's representative or sent by post on his address shall be deemed to have been served on the Contractor.
15. Extra Items: -
Extra Items if any shall be brought to the notice of the Architect / Consultants, the Contractor shall be required to submit the rate analysis for such items. No extra item work shall be executed unless approved.
The payments for the extra items not covered by the bill of quantities but are of similar nature to the items covered in the bill of quantities shall be worked out on the basis of rates quoted in the tender for similar nature of work.
All the extra items will be paid on the basis of Current Schedule of Rates.
16. The extra items for which there are no similar items in the tender and also in the shall be paid on the basis of rate analysis based on the current market rates. The rate analysis will provide for 20% towards Contractor's profit, supervision and overhead charges.
17. The Owners reserves the rights to divide the total contract among more than one Contractors. The Contractor shall not be entitled for any claim as a result of such actions taken by the Owner. The Item rates quoted shall therefore the independent of quantities put to tender.
18. The Contractor shall execute the work as per the approved drawing details and Architect's instructions from time to time. As per Architect's opinion if changes are made in the design and drawing the Contractor shall carry out the work accordingly without any extra charges. The Architect's decision in such cases shall be final and binding on the Contractor.

19. All the debris and other rubbish accumulated on the site from time to time during the execution of work shall be cleared from the site by the Contractor without any extra charge.
20. The Contractor's representative shall accompany the Architect/Consultants, the Owner or their representatives as and when required and also assist in taking measurements and shall also agree to the measurements recorded on the site. If the Contractor fails to witness the measurements it will be obligatory on his part to accept the measurements recorded by the Architect/Consultants or his representative on site.
21. No work will be allowed during night or on holidays excepting the works needing continuity such as curing of concrete. However, to keep up with time schedule if the Contractor wants to work on holidays he shall take prior permission of the Architect/Consultants for the same.
22. The quantities given in the bill of quantities are likely to vary and the variations in the quantities shall not vitiate the Contract in any way whatsoever and the Contractor shall be paid for at the quoted rates only for the actual quantities executed by him.

If the excess is less than or equal to 25%. Also there is no change in the rate if the quantity of work done is more than 25% of the tendered quantity but the value of excess work at the tendered rates does not exceed Rs. _____

The Contractor shall, if ordered in writing by the Engineer-in-charge to do so, also carry out any quantities in excess of 25% of the tendered quantities on the same conditions as and in accordance with the specifications in the tender and at the rates

 - (a) Derived from the rates entered in the current schedule of rates and in the absence of such rates.
 - (b) At the rate prevailing in the market.

This clause is not applicable to the extra items.
23. The modes of measurements shall be as per the Standard specifications of Govt. of Maharashtra (Red Book) and other Indian Standard Codes of practice.
24. Any deviations between specifications, drawings and Bill of quantities noticed by the Contractor shall be brought to the notice of Architect.
25. All the measurements shall be jointly taken by the Contractor's representative and clerk of works or Owner's representative appointed for the purpose and the same shall be signed jointly by all the parties.
26. Any disputes and disagreements on the measurements shall be referred to the Architect's and their decision will be final & binding on both the parties.

27. The Contractor shall be paid 75% of the cost of the material brought to site as material advance. The rates of such material shall be derived from the rates of the concerned items. The security of such material shall lie with Contractors.
28. In the Bill of Quantities (Schedule B) the Standard specification number is given only as guideline and the wording of schedule and other tender documents shall be read simultaneously.
29. The priority of references for any discrepancy shall be as follows:
 - 1). Drawings.
 - 2). Schedule – B (Bill of Quantities)
 - 3). Specifications.
 - 4). Red Book of Govt. of Maharashtra / MOST Specifications.
 - 5). National Building Code.
 - 6). Relevant I.S. Codes.
 - 7). Standard Practices.
30. The period for completing the work shall be computed from the date of owner handing over to the contractor clear site for construction and up to the period till clear site is handed over to the contractor for this period i.e. from the date of work order till the Clear Site is handed over the contractor shall not be entitled to demand / make any claims by way of damages and/or compensation in any form and for any reason whatsoever.
31. The quoted rates shall remain valid irrespective of quantum of work finally allocated to a contractor.
32. If the contractor does not hold the Electrical Contractor's license, the contractor has to appoint licensed electrical contractor for executing electrical installation work & the Scope of work includes obtaining necessary clearances from MSEB & other statutory agencies required for commissioning of electrical installation works.
33. Water supply & drainage works are to be executed engaging a licensed plumber & the scope of work includes obtaining water supply connection from NMMC & drainage completion certificate & other statutory clearances necessary for commissioning of water supply sanitary & firefighting works.
34. All the concreting work for R.C.C. and Plain Cement Concrete including Pavement Quality Concrete is to be done using Ready Mix Concrete, for M15 and above grades of concrete, satisfying minimum cement content and durability requirements.

ANNEXURE II

SPECIFICATIONS

I) EXCAVATION, EARTHWORK AND PILING

NOTES: -

- 1) Contractors rate shall include for cleaning the site.
- 2) Measurements for payment of excavation shall be as per drawing dimensions of bed concrete etc. Any additional excavation needed for working space, from work, planking, strutting where ever required etc., shall not be measured separately and rates quoted shall include for the same.
- 3) Before starting excavation or filling work on site the required building level, plot level and road level should be taken by the contractor and he should get it confirmed from the architects. The actual ground level, road level and entire plot level shall be taken by the contractor and the same shall be jointly signed by the contractor and site in-charge/architect.
- 4) Filling in plinth with approved excavated soil and/or soil brought from outside shall be measured net in position after consolidation. Before the item of filling in with soil brought from the outside is operated the contractor shall take prior permission of the Architects and also arrange to, take measurements of filled in soil in plinth with excavated stuff from the site, if any.
- 5) Rates for excavation shall include shoring, timbering, strutting etc. for protection of excavated sides, bailing out of surface water due to rains or sub soil water if encountered and dewatering by any pump where ever required until all work below water level is finished to the satisfaction of the architect/site in-charge.
- 6) Refer IS 1200 (Part 1) 1969, for classification of excavated material, the architect interpretation regarding classification shall be final and binding on contractor.
- 7) The architect/site in-charge shall decide if excavated materials are to use for filling, soling such material shall be properly stacked.
- 8) Anti- Termite: Pre constructional anti-termite treatment as per I.S.6313 (Part-II) treatment by treating the backfilling immediate contact with foundation at the rate of 5

litters of emulsion concentrate of 1.0 percent of clorophyrifos per One Square Meter of vertical surface area covering 10 years guarantee on bond paper.

9) Anti rust compound to all reinforcement to be used for RCC work to all stop corrosion in reinforcement of proposed MGM library building. The anti-rust compound must be applied to reinforcement surface by dipping or spraying on clean and dust free, corrosion free surface.

The anti-rusting compound must be inorganic acidic in nature, non-toxic, non-flaming and water based compound. The anti-rusting compound on applying must form a 3 to 3.5-micron thickness of nano coat on metal surface. The compound must increase the bond strength between concrete and reinforcement, which balance the compressive strength of concrete.

The rust preventive steel gourd nano coat compound to take care of all kind of corrosion issues in reinforcement steel. Application method for reinforcement: clean the rust surface by wire brush or sand, dust off the surface with air blower and clean the surface with dry cloth.

Applying the anti-rusting compound by applying in constructed channel or half round gutter of 200 dia. of length of 15.0m in dust free environment.

10) Parallel thread coupler: - parallel thread coupler to be used for reinforcement of dia 20 to 32 mm. The coupler should comply with IS16172: 2014 ae H class coupler. The coupler supply must include the forging and threading.

II) CONCRETE WORK PLAIN AND REINFORCED: -

NOTES: -

1) All R.C.C. and P.C.C. work shall be carried out as per specification, and additional specification for exposed concrete.

2) **Mix proportion:** All controlled concrete where ever specified on drawings or otherwise shall belong to one of the grades described in table and shall meet with the strength requirement as mentioned below and as per I.S.: 456.

Grade of concrete	minimum cement minimum content per Cu m
M 15	<u>285Kg</u>
M 20	<u>340_Kg</u>
RMC 25	<u>365Kg</u>
RMC - 30	<u>385 kg</u>
RMC - 40	<u>400 kg</u>

Specification of M - 40 concrete, for footing, beams, lintel beams and slabs, staircase going slab, riser trade, as well as any projections.

Item Description

Providing, conveying, placing, compacting, vibrating, finishing and curing Design Mix M-40 Grade Reinforced Cement Concrete (RCC) in footings, pedestal, plinth beams, columns,

beams, lintel beams, slabs, staircase waist slabs, landings, treads, risers, balconies, chajjas, sunshades, canopies, projections and all other RCC structural members, using Ordinary Portland Cement (OPC) 43/53 Grade or approved cement, graded coarse and fine aggregates, potable water and approved chemical admixtures, complete in all respects, excluding the cost of reinforcement steel and formwork, but including batching, transportation, pumping, placing, vibration, finishing, curing, quality control, testing, cube casting, labour, machinery and all incidental works as per drawings, specifications and direction of the Engineer-in-Charge.

Detailed Technical Specification

1. Concrete Grade

- Concrete shall be Design Mix M-40 having a characteristic compressive strength of 40 MPa at 28 days.
- Mix design shall be carried out by an approved laboratory before commencement of work.

2. Applicable Standards

The work shall conform to the latest editions of:

- IS 456 – Plain and Reinforced Concrete – Code of Practice.
- IS 10262 – Concrete Mix Proportioning.
- IS 383 – Coarse and Fine Aggregates.
- IS 9103 – Chemical Admixtures for Concrete.
- IS 516 – Methods of Tests for Strength of Concrete.
- IS 1199 – Sampling and Workability Tests.
- IS 2386 – Testing of Aggregates.
- Relevant CPWD Specifications and approved drawings.

3. Materials

Cement

- **OPC 43 Grade** or OPC 53 Grade conforming to relevant BIS specifications, or PPC/PSC where approved.

Fine Aggregate

- Clean river sand or manufactured sand conforming to IS 383.

Coarse Aggregate

- Crushed hard stone aggregate conforming to IS 383.
- Nominal maximum size shall generally be 20 mm, unless otherwise specified.

Water

- Clean potable water free from harmful impurities.

Admixtures

- Superplasticizer conforming to IS 9103.
- Dosage shall be as per manufacturer's recommendations and approved mix design.

4. Batching

- Concrete shall be produced in an approved batching plant.
- Batching shall be by weight only.

5. Transportation

- Concrete shall be transported using transit mixers or approved means without segregation or excessive loss of workability.

6. Placing

- Concrete shall be placed continuously to avoid cold joints.
- Free fall shall generally not exceed 1.5 meters unless suitable arrangements are made.

- Concrete shall not be placed in standing water without approval.
7. Compaction
- Concrete shall be compacted using mechanical needle vibrators and surface vibrators wherever required.
 - Adequate care shall be taken around congested reinforcement and embedded inserts.
8. Finishing
- Exposed surfaces shall be finished smooth, true to line and level.
 - Honeycombed or defective concrete shall be repaired only after approval of the Engineer-in-Charge.
9. Curing
- Concrete shall be cured continuously for a minimum of 14 days using potable water or approved curing compounds where permitted.
10. Quality Control
- The contractor shall carry out:
- Slump test for every batch or as specified.
 - Cube strength tests at 7 and 28 days.
 - Temperature monitoring where required.
 - Record of batching, placing, cube results and curing.

11. Acceptance Criteria

Concrete strength shall satisfy the acceptance criteria specified in IS 456 and project specifications.

12. Measurement

Measurement shall be made in cubic meters (m³) of finished RCC. The quantity shall exclude reinforcement steel and formwork unless specifically included in the BOQ.

13. Rate

The quoted rate shall include:

- Supply of all ingredients.
- Batching, mixing, transportation and pumping.
- Placing, vibration and finishing.
- Curing.
- Labour, tools, plants and machinery.
- Quality control, cube testing and documentation.
- All leads, lifts, wastage and incidental charges.

The rate shall exclude reinforcement steel and formwork/shuttering unless otherwise specified in the schedule of quantities.

A trial Mix for concrete grade M-40

Ingredients	Cement	Fly ash	Silica sand	Fine sand	Course aggregate		Water	Ice flakes	Admixture	P.P fiber
In Kg.	400	46	32	613	10mm 499	20mm 754	0.45	30	4.37	0.600

TMX Bars are steel bars manufactured using the Thermex technology. Thermex technology is a manufacturing process used to produce high-quality TMT (Thermo-Mechanically Treated) bars, often referred to as TMX bars. This technology involves a controlled quenching and self-tempering process to enhance the properties of the steel bars. The controlled quenching and self-tempering process results in a unique structure of the TMX Bars – tempered martensite at the peripheral zone and a fine -grained ferrite-pearlite structure in the central zone. Our TMX Bars are manufactured using Thermex technology,

an advanced manufacturing process used to produce steel bars with enhanced yield strength, ductility, bendability and weldability as well as improved fire and corrosion resistance capability.

Grades of TMX Bars

The TMX Bars are graded on various compositions. These compositions determine the various characteristics of TMX Bars such as malleability and hardness. Some of the grades of TMX bars in our product portfolio are Fe500, Fe500 D, Fe550, Fe550 D, Fe500 D CRS, Fe500 CSR, Fe550 D CRS, Fe550 CSR and Fe600.

Post Tension

Post tensioning is method of reinforcing i.e. strengthening concrete by tightening high strength steel cables, referred as tenders, after the concrete has been poured and cured.

Detail specification of post tensioning of beam and slabs by using tendons.

Item Description

Providing, installing, stressing, grouting, and completing post-tensioning works for RCC beams and slabs using high-tensile prestressing steel tendons, HDPE/galvanized ducts, anchorages, wedges, grout, and all accessories, including supply of materials, labour, equipment, hydraulic jacks, stressing operations, testing, quality control, protection of anchorages, and all incidental works, complete in accordance with the approved drawings, specifications, manufacturer's recommendations, and the directions of the Engineer-in-Charge.

Detailed Technical Specification

1. Scope

The work shall comprise the complete post-tensioning system, including:

- High-tensile prestressing steel strands/tendons.
- Anchorages, wedges, bearing plates, trumpets, couplers (where required).
- HDPE or galvanized corrugated ducts.
- Chairs, spacers, supports, vents, grout inlets and outlets.
- Hydraulic jacks, pumps and calibrated pressure gauges.
- Cementitious grout and grouting equipment, if required, same shall be executed.
- Corrosion protection and anchorage protection.
- Testing, calibration, documentation and quality assurance shall be maintained and submitted to the concern engineer in charge.

Calibration setup shall be produce prior to execution at successive floor level

2. Applicable Standards

The work shall conform to the latest editions of:

- IS 1343 – Prestressed Concrete – Code of Practice.
- IS 14268 – Uncoated Stress Relieved Low Relaxation Seven-Ply Strand.
- IS 1785 (where applicable).
- Relevant provisions of IS 456, IS 10262, IS 9103, and approved project specifications.
- Recommendations of the approved post-tensioning system supplier.

3. Prestressing Steel

- Seven-wire low-relaxation high-tensile strands conforming to IS 14268.
- Typical strand diameter: **12.7 mm** or 15.2 mm, unless otherwise shown on drawings.

- **Ultimate tensile strength shall generally be 1860 MPa or as specified in the design.**
- Prestressing steel shall be free from rust, oil, grease, dirt, and mechanical damage.
- 4. Ducts
 - Ducts shall be corrugated HDPE or galvanized steel ducts of approved make.
 - Ducts shall be watertight and capable of maintaining alignment during concreting.
 - Adequate supports shall be provided to prevent displacement.
 - Joints shall be properly sealed.
- 5. Anchorages
 - Anchorages shall be supplied as part of an approved proprietary post-tensioning system.
 - Bearing plates, wedges, trumpets, and anchor heads shall be designed for the specified prestressing force.
 - All components shall be corrosion resistant and compatible with the tendon system.
- 6. **Installation of Tendons**
 - Tendons shall be placed exactly as shown on approved shop drawings.
 - Required cover and tendon profile shall be maintained using suitable supports.
 - Tendons shall remain clean and undamaged before stressing.
- 7. Concreting
 - Concrete shall generally be of the specified grade (typically M40 or higher unless otherwise specified).
 - Concrete shall be properly compacted around ducts and anchorages.
 - Vibrators shall be used carefully to avoid displacement of ducts.
- 8. **Strength Before Stressing**
 - Stressing shall commence only after the concrete has attained the specified strength, normally not less than 75–80% of the characteristic compressive strength or as specified by the designer.
 - Concrete strength shall be verified by approved cube or cylinder tests.
- 9. Stressing Operations
 - Stressing shall be carried out using calibrated hydraulic jacks.
 - Elongation and jack pressure shall both be monitored.
 - Measured elongation shall generally be within $\pm 5\%$ of the theoretical value unless otherwise approved.
 - Stressing sequence shall strictly follow approved method statements and drawings.
 - Any abnormal variation shall be investigated before proceeding.
- 10. Grouting
 - Grouting shall be carried out immediately after stressing.
 - Grout shall consist of Ordinary Portland Cement with potable water and approved grout admixtures, if specified.
 - Grout shall be free from bleeding and segregation.
 - Ducts shall be completely filled under pressure until clean grout emerges from outlet vents.
 - All vents shall then be securely sealed.
- 11. **Anchorage Protection**
 - Anchorage recesses shall be cleaned and filled with approved non-shrink mortar or concrete.
 - Permanent corrosion protection shall be provided as specified.
- 12. **Quality Control**
 - The contractor shall submit:
 - Material test certificates.

- Calibration certificates of hydraulic jacks and gauges.
 - Stressing records.
 - Elongation records.
 - Cube strength reports.
 - Grouting records.
 - As-built tendon layouts.
 - Manufacturer's installation manuals and quality assurance documentation.
13. Measurement
Measurement shall be made as specified in the BOQ, generally in kilograms (kg) of prestressing steel installed, meters of tendon, or per complete tendon system, including ducts, anchorages, stressing, grouting, and protection, unless stated otherwise.
14. Approved Manufacturers
The post-tensioning system shall be supplied by approved specialist agencies such as **VSL India, Freyssinet, DYWIDAG, BBR, Tensa**, or equivalent approved system, **complete with proprietary anchorages and accessories**.
15. Rate
The quoted rate shall include the supply of tendons, ducts, anchorages, wedges, couplers, chairs, spacers, hydraulic stressing, calibration, grouting, protection of anchorages, testing, quality control, labour, equipment, wastage, transportation, documentation, and all incidental works necessary for satisfactory completion of the post-tensioning system.

Shutter removing by using shuttering/ mould removing agent

Chemical applied to formwork (shuttering) before concreting to prevent concrete from sticking, the correct term is Shuttering Release Agent also called Mold Release Agent or Form Release Agent.

Item Description

Providing and applying approved shuttering release agent (form release agent) on all contact surfaces of steel, plywood, timber, or plastic formwork before placing concrete, complete in all respects as per the manufacturer's recommendations and as directed by the Engineer-in-Charge. The rate shall include supply, application, labour, tools, equipment, and all incidental charges.

Detailed Technical Specification

1. The shuttering release agent shall be a ready-to-use, non-staining, chemically active release agent specifically formulated for concrete formwork.
2. The release agent shall provide easy stripping of formwork without damaging the concrete surface or the formwork.
3. It shall produce a smooth, uniform, stain-free concrete finish free from honeycombing, blowholes, surface dusting, or discoloration attributable to the release agent.
4. The release agent shall not contain harmful chlorides, sulphates, or substances that may cause corrosion of reinforcement or affect concrete durability.
5. The release agent shall be applied uniformly by spray, roller, or brush in a thin continuous film before reinforcement placement and concreting. Excess material shall not be allowed to accumulate.
6. Application shall be carried out only on clean, dry, and properly aligned formwork surfaces.

7. The release agent shall not adversely affect the bond of plaster, render, paint, waterproofing systems, or other finishes to the concrete surface.
8. The product shall be compatible with steel, aluminum, timber, plywood, and plastic formwork.
9. The release agent shall be from approved manufacturers such as Fosroc (Reebol range), Sika (Separol range), Master Builders Solutions, CICO, MYK Arment, Fairmate, Pidilite (Dr. Fixit), Sunanda, or equivalent approved by the Engineer-in-Charge.
10. Application shall be strictly as per the manufacturer's recommendations regarding coverage rate and method of application.

RCC integral curing by using curing agent.

Integral Curing Admixture:

The concrete shall be produced using an approved integral curing (self-curing) admixture conforming to the relevant Indian/international standards, compatible with the concrete mix and other chemical admixtures. The product shall be from reputed manufacturers such as Fosroc, Sika, Master Builders Solutions (formerly BASF), CICO, MYK Arment, Pidilite (Dr. Fixit), Fairmate, Sunanda, or equivalent, subject to the approval of the Engineer-in-Charge.

Item Description

Providing and incorporating approved Integral Curing Admixture (Self-Curing Agent) in RCC/Plain Cement Concrete at the time of batching, including supply, mixing, handling, testing, complete in all respects as per the manufacturer's recommendations, approved mix design, technical specifications, and direction of the Engineer-in-Charge. The rate shall include all materials, labour, equipment, transportation, storage, wastage, quality control, and incidental charges.

Detailed Technical Specification

1. The integral curing admixture shall be a liquid or powder-based self-curing admixture designed to reduce water evaporation from concrete and promote internal curing by retaining moisture required for cement hydration.
2. The admixture shall be compatible with cement, mineral admixtures (fly ash, GGBS, silica fume), superplasticizers, and other approved chemical admixtures used in the concrete.
3. The product shall be used strictly in accordance with the manufacturer's recommendations regarding dosage, mixing procedure, and quality control.
4. The admixture shall not adversely affect:
 - Workability and pump ability of concrete.
 - Initial and final setting time beyond permissible limits.
 - Compressive, flexural, and tensile strength.
 - Durability, permeability, shrinkage, and long-term performance of concrete.
 - Corrosion protection of embedded reinforcement.
5. The concrete shall satisfy all specified performance requirements, including compressive strength, durability, and serviceability as per the contract specifications.
6. The contractor shall submit the manufacturer's technical data sheet, product certificate, recommended dosage, compatibility certificate, and test reports for approval before commencement of work.

7. Trial mixes shall be carried out, if required, to establish the optimum dosage and demonstrate compliance with the specified performance requirements.
8. The admixture shall be from approved manufacturers such as Fosroc, Sika, Master Builders Solutions, MYK Arment, CICO, Pidilite (Dr. Fixit), Fairmate, Sunanda, or other equivalent approved manufacturers.
9. Concrete production, transportation, placing, compaction, finishing, and quality control shall conform to IS 456:2000, IS 9103 (latest revision), IS 10262 (latest revision), and other relevant BIS specifications.
10. The contractor shall maintain records of dosage, batch details, cube test results, and quality control documentation for inspection.
11. Unless specifically approved by the Engineer-in-Charge based on product performance and project requirements, conventional curing shall continue as specified in the contract.

3) **Water cement ratio:** The water ratio shall be 0.50. for up to M15, M20, M25
The water ratio shall be 0.45. for up to M30 and M40

4) **Mixing:** All concrete, whether plain or reinforced shall be mixed in standard mixer, having minimum drum speed of 60 peripheral meters per minutes mixing should continued for at least two minutes.

5) **Transportation:** concrete shall be placed in its final position within 15 minutes of mixing.

6) **Concrete compaction:** All R.C.C. work shall be vibrated by means of mechanical vibrations.

7) In all RCC work rate shall be exclusive of reinforcement which will be supplied by the owner or paid separately.

8) Concrete members may be required to finish with plaster or left exposed. The plaster unless included in the item shall be measured and laid separately and rate for such plaster shall include for hacking the surface required to be plastered.

9) The rates quoted for beams shall include for inverted cantilever, sloping and curved beams.

10) The rates quoted shall be including for double floor height and no extra charge shall be made for any height.

11) When columns and beams with different mix are specified it should be as per specification and measurement shall be recorded accordingly.

12) Nothing extra shall be paid on any account for curved, inclined surfaces and rounding of corners and end of concrete members.

13) Rate quoted for reinforcement shall include for the providing and cutting and bending placing in position as shown in drawings.

- 14) The contractor should use 18 SWG. The weight of the binding wire will not account for in the measurements. The contractor also cast precast concrete cover block of size 50 x 50 x 20 mm for covering.
- 15) **Curing:** All concrete shall be kept continuously wet for period of at least 15 days after casting.
- 16) Holes in R.C.C. slab, parapets, and masonry walls for rain water pipes, sanitary pipes spout etc. shall be left at the time of casting concrete or rising masonry. Nothing extra shall be paid on this account. Allowing work of other agencies being carried out by them like laying conduits, boxes, pipes, clamps, hocks etc. as directed before laying concrete and coordinating with other agencies.
- 17) **Cement:** - The cement shall be O.P.C. for M40 Concrete confirming to Indian standard 269-1976, 455-1966 and 1489-1976 and the cement which shall be used for civil masonry should have grade 43 and for R.C.C. slab and beam it should be grade 53.
- 18) **Sand and Aggregate:** - Sand - The fineness module of sand for concrete work range between 2.6 to 3.6 and shall contain the grading specification as per IS 383-1970. If it contains deleterious material more than 5% by weight (does not confirm to IS 383-1970) the same shall be washed and screened for which nothing extra will be paid.

Aggregate - The aggregate shall have hard black trap graded stone with round edges.

19) Construction of shuttering: -

All centering and form work shall, be rigid and be of robust construction. All vertical props shall be cut square at both ends and shall double wedges placed on continuous horizontal runners on firm natural soil. Resting of crops or runners on made up soil shall not be permitted on any account. All members of the form work shall be closely fixed without any gap between them so as to safe guard against any settlement or displacement of shuttering at the time of concreting. Since no finish on exposed surface is permitted, dimension must be accurate and strictly adhered to.

a) Wood shuttering: - Form work shall be made out of approved well-seasoned soft wood to exact dimension, levels and pattern. Maximum variation shall be limited to + 2 mm the boarding shall be tongued and grooved, sawn or plain, and fitted close to avoid leakage of any slurry from the concrete when placed.

b) Steel shuttering: - All exposed concrete work shall be made by providing shuttering plates of standard size and to suit the pattern of exposed concrete. Shuttering plates used will be made of steel sheets strengthened at the edges and in middle to prevent staging or any deflection when concrete is laid. These plates will be free from any deformity and dents. The plate should be placed properly without any space or grove being left between adjacent plates to avoid any leakage or concrete slurry. Any holes for the supports, which the contractor may need, shall be approved by architects. Walls, etc. shall be general be cast to the full height in one portion and the form work shall put in accordingly. Any grove

desired by the architect at the joints or on the soffit of the slab shall be provided by the contract at no extra cost.

20) Preparation for placing concrete: -

Special care is essential to see that all saw dust; chips, nails or any other foreign material is washed out or otherwise removed from the shuttering. In no case any nail, screw shall be allowed to be sticking out of the shuttering.

21) Construction joints: -

Break or constructions joints shall not be allowed in exposed concrete work in case such joints cannot be avoided these shall be left at place previously permitted by the architects.

22) Curing and protection of concrete: -

Curing will be done with clean water so as not to disfigure the concrete. All exposed concrete work shall be properly protected by alkathene film, gunny bag, wooden boards etc. so that surface or edges are not damaged, disfigured or discolor till the entire construction is handover, at no extra cost, and the contractor is deemed to have consider this in quoting his rates.

23) Removal of shuttering: -

Striking and removing of form work for exposed concrete shall be done very carefully without damaging the surface or edge. All such damages shall be set right or replaced by the contractor at his own cost.

24) Finishing: -

Exposed concrete surface shall on no account be permitted to any sort of repairs or patching after striking the form work. In the event of any portion not coming up to standard shall be taken down by the contractor at no extra cost. Decision of the architects for rejection of such work(s) shall be final and binding on the contractor.

25) Timber form work: -

All timber in contact with concrete shall be wrought on one face and two edges, the unwrought face being on the outside. The joint should be made water tight by providing tongued and grooved or riveted joints. The timber form work should allow finish concrete to smooth surface and confirm to the shapes, lines, and dimensions should on the plan and true to line and grade. The inside of form work which comes in contact shall be coated with mineral oil or any other approved suitable material, so as to prevent adhesion of concrete to the forms but will not discolor the concrete. The number of props, their sizes and disposition shall be such as to be able to safely carry the full dead load of the slab, beams or other member as the case may be.

III) BRICK MASONRY WORK

NOTES: -

- 1) Strength of bricks to be used in the work shall not be less than 35 Kg/sq cm.
- 2) The items quoted shall include for all work in toilet block, like those in walls jambs, pillars, mullions, steps, curves, corbels, ring etc. including placing of reinforcement at every 1000 mm interval (vertical). And RCC band in 100 masonries at 100ck
- 3) The work shall be related to drawings which the contractor is presumed to study. Nothing extra will be paid on account of its shape, size, location or other difficult circumstances; even the schedule makes no distinction in the description provided the item is shown in the drawing.
- 4) The rate quoted shall also include for recesses, cutouts, etc. in brick work for electrical work, if required.

IV) FINISHING

NOTES: -

- 1) Plaster herein specified shall apply to all internal and external surfaces where called for. Ceiling plaster shall be completed before commencement of wall plaster, plastering shall start from top and worked down towards the floor to insure even thickness and true surface. Plaster about 150 x 150 mm shall be first applied horizontally and vertically at not more than 2000 mm intervals over the entire surface to be plastered to save the gauges. The surface of these gauged area shall be truly plain of finished plaster surface. The mortar shall be applied in a uniform surface @ 1.5 mm more than the specified thickness and the brought to a true surface in line and plumb. All corners arise angles and junctions shall be truly vertical or horizontal as the case may be and shall be carefully finished. Any plain concrete surface which is to be plastered shall be hacked or raked before a such plaster is done. G.I. wire mesh of 26 gauge shall be used at all junctions by fixing it stretched to RCC and brick work surfaces.
- 2) Grooves up to 10 to 12 mm x 8 to 10 mm in internal plaster and grooves up to 25 to 40mm x 6 to 8 mm on external plaster at the junctions of brick work and R.C.C. member/ceiling plaster will be provided for which nothing extra will be paid. Sequence to be followed for plastering shall be that external plaster shall be done before starting the internal plaster with all the holes and defects repaired rectified and closed before scaffolding is removed. Bird wire mesh shall be used as reinforcement for external all junction of RCC and brickwork should be stretched and fixed over junction joints edges of RCC and brick work.
- 3) Rates quoted for plastering and finishing shall include for jambs, sills, drip mould bends, forming grooves, chamfers, covered angles arises, etc. and such other projections, which shall not be measured separately and paid for.
- 4) In suspending work at the end of day the plaster shall be left, cut clean to line both horizontally and vertically when recommencing the plastering the edge of the old work shall be scraped cleaned and wetted with cement slurry before plaster is applied to the adjacent areas, to enable the two to be properly joined together plastering work shall be

closed at the end of the day on the body of the surface and not near then 150 mm to any corners or arries. It shall not be closed on the body of the features such as plasters bends and corners horizontal joints in plaster work shall not also occur on parapet top and copings as these invariably lead to leakages.

5) Any cracks which appear in the surface and all portions, which sound hollow when tapped or are found to be soft or otherwise defective shall be cut out in rectangular shape and redone as directed by the Architects.

6) **Terrace finish:** Terrace finish here in specified shall appear to all terrace floor which are exposed to direct sun and rain shall be finished with average 50 mm the P.C.C. in 1:2:4 proportion where aggregate the surface must be well cleaned and watered and wherever found any hairline cracks should be finished with cement slurry, the concrete shall be laid as per slope directed towards the rain water pipe and it shall be neatly finished with trowel.

7) **Grove/joint** at every 1200 to 1500 mm on both directions 5mm wide and 5mm deep appropriate cement shall be provided and filled with grout at no extra cost.

8) **Gola:** A round corner finish at junction with a size of 150mm wide x 300mm ht. in the parapet wall at the junction of parapet and R.C.C cover slab. And exposed surface of the gola shall be plastered with neat cement to provide a smooth finish. The upper end should be finished under the 20mm thick parapet wall so that it is not exposed.

9) **Khurrras:** -

The khurrras shall be constructed at the edge of rain water pipe before the brick masonry work in parapet walls is taken up it shall be 350 x 350 mm and be formed of P.C.C. in 1:2:4