

निविदा दस्तावेज/TENDER DOCUMENT
(नियम, शर्तें एवं ड्राइंग्स/Terms, Conditions & Drawings)

भाग/PART-ए/A

Technical BID / तकनीकी बोली

Interior and Allied works at B/O Opera House – Queen's Diamond,5,Mama Parmanand Marg,Opera House,Mumbai-400004



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| विज्ञापन की दिनांक/ Date of Advertisement | 10-06-2024 |
| प्रस्तुत करने की अंतिम दिनांक / Last Date of Submission | 02-07-2024 by 15:00Hrs |
| खुलने की दिनांक /Opening Date | तकनीकी बोली/Technical Bid : 02-07-2024 वित्तीय बोली: तकनीक रूप से अर्हता प्राप्त ठेकेदार को सूचित किया जाएगा/ Financial Bid: To be intimated to Technically Qualified Contractors. |
| कार्य अवधि/Time Period of Work | कार्य आदेश प्रदान करने की दिनांक से 90 दिन /90 days from award of Work Order |
| बयाना जमा राशि/Earnest Money Deposit | Rs.30,000.00 (Rupees Thirty Thousand Only) DD favouring Central Bank of India, Payable at Mumbai. |
| निविदा दस्तावेज का मूल्य/Cost of Tender Document(गैर वापसी योग्य/Non Refundable) | रु./Rs.2000.00 (सेंट्रल बैंक ऑफ इंडिया के पक्ष में मांग ड्राफ्ट जो मुंबई पर देय हो/ DD In Favor of Central Bank of India, Payable at Mumbai or be deposited in the below account and the UTR number be uploaded |
| AC NO: 1001788300, IFSC: CBIN00280606, Central Bank of India Boribunder Branch, Mumbai. | |
| MSME Registered Vendors are Exempted from EMD and Tender Fees Relevant Documents to be submitted in Technical Bid. | |
| खुलने की दिनांक से निविदा की वैधता/Validity of Tender from the date of opening of Financial Bid. | 90 दिन/ days |
| प्रस्तुत किए जाने वाले दस्तावेज/ Documents to be provided | निविदा आमंत्रण सूचना के अनुसार/As per Notice Inviting Tender. |
| Independent External Monitor (IEM) | Mr Trivikram Nath Tiwari MAIL ID: - trivikramnt@yahoo.co.in Mr. Jagadip Narayan Singh MAIL ID: - jagadipsingh@yahoo.com |
| Email for Correspondence | gadmumro@centralbank.co.in archmmzo@centralbank.co.in |
| संपर्क व्यक्ति का नाम /Contact person name | Mr.Manish Kumar-Senior Manager Amarnath .V – Senior Manager Architect 022-40345840/40345872/6303929013 |
| बोलियां जमा करने का स्थान / Place of submission of Bids & opening of bids | South Mumbai Regional Office,Ground Floor 346 Standard Building, Dr D.N.Road, Fort, Mumbai -400023 |

South Mumbai Regional Office, Ground Floor ,346 Standard Building, Dr D.N.Road, Fort, Mumbai-400023. Visit us at [http:// www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)

निविदा आमंत्रण सूचना / NOTICE OF INVITATION TO TENDER

Sealed Tenders are invited by the Business Support Department South Mumbai Regional Office, Central Bank of India, for carrying out **Interior and Allied works at B/O Opera House – Queen's Diamond,5,Mama Parmanand Marg,Opera House,Mumbai-400004** from reputed Contractors under **2(Two) Bid** system i.e. **Technical Bid (Part-I) & Financial Bid (Part-II)** meeting the under noted Pre-qualification criteria for carrying out the above work in accordance with the Bank's General Conditions of Contract, Special Terms & Conditions of Contract & Particular Terms & Conditions of Contract, Standard specifications, Extent of Work, Special Instructions to Bidders as appended on the subsequent page & Annexures

मात्रता मानदंड/ **Eligibility Criteria:** जैसा कि निविदा दस्तावेज में दिया एवं वर्णित किया गया है/ As described and laid down in the tender documents

- 1) पूरा करने की अवधि /**Time of Completion:** 90 days from the date of award of work order.
- 2) बयाना जमा राशि /**Earnest Money/Tender Fees:** मुंबई पर देय एवं सेन्ट्रल बैंक ऑफ इंडिया के पक्ष में आहरित रेखांकित मांग ड्राफ्ट के द्वारा जैसा कि संबंधित पैकज में दिया गया है/ As stated in the Tender Package by crossed Demand Draft **Payable at Mumbai or be deposited in the below account and the UTR number be uploaded.**
 - **AC NO: 1001788300, IFSC: CBIN00280606, Central Bank of India Boribunder Branch, Mumbai.**
 - **MSME Registered Vendors are exempted from EMD and Tender Fees Relevant Documents to be submitted in Technical Bid.**
- 3) निविदा दस्तावेजों की उपलब्धता/Availability of Tender Docs : निविदा दस्तावेज **www.centralbank.abcprocure.com/EPROC से डाउनलोड किए जा सकते हैं /Tender package can be downloaded from www.centralbank.abcprocure.com/EPROC**
- 4) निविदा दस्तावेजों की उपलब्धता / Availability of Tender Document: From **10-06-2024** to **02-07-2024**
- 5) निविदा प्रस्तुत करने का समय एवं दिनांक/ Time and date of Submission of tender: Up to 15.00 hrs. On **02-07-2024**
- 6) निविदा)लिफाफा-1 (खोलने का समय एवं दिनांक Time and date of opening of tender (ENVELOPE-1): दिनांक At 15.30 PM on On **02-07-2024**
- 7) निविदा) लिफाफा-2 (खोलने का समय एवं दिनांक Time and date of opening of tender (ENVELOPE-2): तकनीकी योग्य बोलीदाताओं को सूचित किया जाएगा./To be intimated to Technically Qualified Bidders.
- 8) निविदा निम्न को संबोधित एवं प्रेषित किए जाएं **/Tender to be submitted:**
**Business support Department, Ground Floor South Mumbai Regional Office,
346 Standard Building, Dr D.N.Road, Fort, Mumbai -400023**

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अनुबंध –ए/ ANNEXURE- A

प्री क्वालिफिकेशन मानदंड PRE-QUALIFICATION CRITERIA:

The firm should have successfully completed similar works during last 7 years ending last day of months previous to the one in which applications are invited should be either of the following: **(Estimated Cost of Work : Rs.15,00,000.00 Excluding GST)**

1. **“Similar completed works”** mean Composite nature of work comprising of Interior and Allied works and other associated works as per the tender package.
2. **Eligibility Criteria for the Pre-Qualification shall be as follows:** - To be considered as technically qualified, a Bidder shall demonstrate that they satisfy the following qualification criteria. **Bids of the Bidders not meeting following criteria will be summarily rejected:** -

| S.no | Eligibility Criteria | Documents Required |
|------|--|--|
| 01. | The bidder should be a Government Organizations / PSUs / PSEs / Partnership Firms / Proprietary Firms / Limited Companies under Indian Laws with an established setup in India, with registered office anywhere in India with a functional office in Mumbai Metropolitan Region. | •Certificate of Incorporation/Registration |
| 02. | Financially sound firms with average annual turnover of not less than Rs. 60 Lakhs in past three financial years immediately preceding bid due date. | • Certificate from Statutory Auditor of the bidder specifying the average annual turnover of the bidder in last 3 (three) financial years immediately preceding to bid due date. |
| 03. | <p>The firm should have successfully completed similar works during last 7 years ending last day of months previous to the one in which applications are invited should be either of the following:(Estimated Cost of Work : Rs.70,00,000.00 (Seventy Lakhs Only) Excluding GST.</p> <p>a) “Similar 3 work completed works” costing not less than the amount equal to 40% of the estimated cost</p> <p style="text-align: center;">Or</p> <p>b) “Similar 2 work completed works” costing not less than the amount equal to 50% of</p> | <ul style="list-style-type: none"> • Copy of Work orders • Completion certificate of the work. |

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SIGNATURE OF TENDERER WITH RUBBER STAMP

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| | <p>the estimated cost</p> <p>Or</p> <p>c) "Similar 1 work completed work" costing not less than the amount equal to 80% of the estimated cost.</p> | |
| 04. | Other | <ul style="list-style-type: none"> Valid GST Certificate Audited Financial Statements and Annual reports of the bidder of last 3 (three) financial years immediately preceding to bid due date Sworn undertaking/ affidavit specifying the firm has not been blacklisted. Certificate from Statutory Auditors stating that the Bidder is not blacklisted or debarred or banned from participating or carrying out business with any PSU Bank's or the entire Central Government or any State Government at the time of the submission of the bid Certified copies of the ITRs filed by the entity for the immediately preceding three financial years Board resolution or Power of Attorney specifying authorized signatory (not required for sole proprietorship companies provided same person is authorized signatory) |

3. उपरोक्त के समर्थन में बोलीकर्ता को वर्क ऑर्डर की प्रति एवं पूर्ण करने का प्रमाण-पत्र इत्यादि दस्तावेजी साक्ष्य के रूप में प्रस्तुत करें. इसके बगैर प्रस्ताव को निरस्त किया जाएगा है/ **In support of above, the bidder must submit the documentary evidences in the Form of Work Order copies & completion certificate etc. Without which the offer is liable to be rejected.**

- नोट/ NOTE :-**(i) उपर्युक्तानुसार उल्लिखित दस्तावेज उपर्युक्तानुसार क्रम में संलग्न करें/**The above mentioned documents should be enclosed in sequenced order as mentioned above.**

4. एजेंसी निविदा के साथ सभी प्रस्तुत दस्तावेजों के सही होने के लिए पूरी तरह से जिम्मेदार होगी. झूठे दस्तावेजों की वजह से प्रस्ताव निरस्त किया जाएगा. बैंक के तकनीकी पैनल का निर्णय अंतिम होगा एवं सभी निविदाकार पर क्वालिफिकेशन एवं स्वीकृती के लिए बाध्य होगा/ **The agency will be fully responsible for correctness of all documents submitted along with the tender. The false documents may lead to termination of the offer BANK'S Technical Panel Decision would be final and binding on the tenderer for qualifications and acceptance**

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निविदा सूचना/TENDER NOTICE

संदर्भ सं./REF NO: - SMRO/BSD/ARCH/2024-25: NIT-01

दिनांक/Date : 10-06-2024

प्रति/To,

विषय/SUB: - Interior and Allied works at B/O Opera House – Queen's Diamond,5,Mama Parmanand Marg,Opera House,Mumbai-400004

महोदय/Dear Sir,

उपर्युक्त कार्य के लिए दो बोली प्रणाली (तकनीकी एवं वित्तीय) के तहत मर्दों की दर के लिए मोहरबंद निविदा आमंत्रित की जाती हैं/ Sealed item rate tenders are invited from contractors in Two Bid System (Technical and Financial) for the above works.

Tender form can be downloaded from www.centralbankofindia.co.in . In that case a demand draft of Rs. 2000/- in favour of Central Bank of India, Payable at Mumbai should be submitted along with the tender document in envelope 1(Technical Bid)

बयाना जमा राशि रु.30,000.00 सेन्ट्रल बैंक ऑफ इंडिया के पक्ष जारी मांग ड्राफ्ट जो मुंबई पर देय हो के रूप में प्रत्येक निविदा दस्तावेज के साथ संलग्न होना चाहिए .

EMD of Rs30,000.00 /- (Rupees Thirty Thousand Only) shall be in the form of Bank Draft drawn in favour of "CENTRAL BANK OF INDIA", Payable at Mumbai, must accompany each tender.

MSME Registered Vendors are exempted from EMD and Tender Fees Relevant Documents to be submitted in Technical Bid.

निविदा दस्तावेज की लागत, बयाना जमा राशि के बगैर एवं नियत दिनांक तथा समय के पश्चात प्राप्त निविदा को रद्द किया जाएगा.

Tender received without the cost of Tender Document, EMD & after due time & date shall be liable for rejection.

तकनीकी बोली दिनांक 02-07-2024 का सायं 3.30 बजे बोलीकर्ता अथवा उनके प्राधिकृत प्रतिनिधि के समक्ष खोली जाएगी तथा वित्तीय बोली खोले जाने की सूचना बोलीकर्ताओं को उचित समय पर दी जाएगी.

Technical Bids will be opened at 3:30 PM 02-07-2024 in presence of intending tenderers, or their authorized representatives and the opening of Financial Bids would be intimated in due course to the Bidders.

बैंक निम्न बोली को मान्य करने के लिए बाध्य नहीं है तथा बैंक के पास बिना कोई कारण बताए कोई भी निविदा स्वीकार अथवा अस्वीकार अथवा निविदा बुलाने का अधिकार सुरक्षित होगा.

The bank does not bind itself to accept the lowest tender & reserves to itself the right to accept any tender or reject any or call tender without assigning reason thereof.

प्रस्तुति की अंतिम दिनांक/LAST DATE OF SUBMISSION : 02-07-2024

निविदा खुलने की दिनांक/TENDER OPENING DATE (तकनीकी बोली/Technical Bids) : 02-07-2024

(निविदाएं कॉन्ट्रेक्टिंग एजेंसी की उपस्थिति में खोली जाएंगी/ Tenders will be opened in presence of intending contracting agencies)

धन्यवाद/Thanking You

भवदीय/Yours faithfully,

क्षेत्रीय प्रमुख
दक्षिण मुंबई क्षेत्रीय कार्यालय
South Mumbai Regional Office

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निविदा आमंत्रण सूचना **NOTICE INVITING TENDER**

1.1 निविदा/The Tender

Item rate tenders are **invited** on behalf of Central Bank of India, Business Support Department, South Mumbai Regional Office, for **Interior and Allied works at B/O Opera House – Queen's Diamond, 5, Mama Parmanand Marg, Opera House, Mumbai-400004**

1.2. निविदा भरना/Filling in the Tender:

सही प्रकार से नहीं भरी गई, कटी-फटी, गलत गणना अथवा शर्तों का अनुपालन न करने वाली निविदाएं रद्द कर दी जाएंगी. Tender not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions shall be rejected.

1.3. दर/The Rates:

निविदकर्ता को अपनी दर शब्द और अंक दोनों में उद्धृत की जानी चाहिए. क्वांटिटि के शिड्यूल में पूरी तरह से मूल्य दिया जाए एवं प्रत्येक पृष्ठ का योग पिछले पृष्ठ के आंकड़ों के साथ आगे ले जाया जाए तथा उसे लिखा जाए एवं निविदकर्ता द्वारा हस्ताक्षर किया जाए. कोई भी स्थान खाली न छोड़ा जाए. यदि उद्धृत की गई दर के शब्द और अंक में अंतर होता है तो शब्दों में दी गई दर मान्य होगी. Tenderer should quote their rates both in figures and words. The schedule of quantities must be fully priced and the total of each page along with carried over figure of the previous page shall be given in ink and signed by the tender. No blank space shall be left. If any discrepancy is found in the rates quoted in figures and in words, the rate which is will be considered.

1.4. प्रस्तुति/Submission:

कार्य एवं निविदा के नाम सहित मोहरबंद लिफाफा, दक्षिण मुंबई क्षेत्रीय कार्यालय सेन्ट्रल बैंक ऑफ इंडिया, के पास दिनांक **02-07-2024** को सायं: 3:00 बजे तक प्रस्तुत किया जाना चाहिए और तकनीकी बोली दिनांक **02-07-2024** को सायं: 3:00 बजे इसी कार्यालय में खोली जाएंगी.

Sealed tenders with the name of the work and the name of the tender written on the envelope must be submitted to the. The Regional Head, South Mumbai Regional Office, Central Bank of India, **Standard Building, D.N. Road Fort Latest** by 3.00 PM on **02-07-2024** and the technical bids will be opened on **02-07-2024** at 3.30 PM at the same office

1.5. निविदा पर हस्ताक्षर/Signing the Tender:

यदि निविदा कंपनी अधिनियम 1956 में निगमित कंपनी की ओर से प्रस्तुत की जाती है तो कंपनी के प्रबंध निदेशक अथवा इस हेतु विधिवत रूप से प्राधिकृत निदेशक द्वारा इस पर हस्ताक्षर किए जाएं. यदि निविदा भागीदार फर्म द्वारा प्रस्तुत की जाती है तो तो निविदा पर फर्म के सदस्य द्वारा सह भागीदार फर्म के साथ जो उसकी ओर से अपने नाम से हस्ताक्षर कर सकता है द्वारा किए जाएं एवं फर्म के प्रत्येक सदस्य का नाम एवं पता दिया जाए साथ ही साथ ही निविदा के साथ मुख्तार नाम की प्रति संलग्न की जाए जिसमें उस भागीदारों की तरफ से हस्ताक्षर करने के लिए प्राधिकृत किया गया है. निविदा के साथ भागीदारी प्रसविदा की पंजीकृत प्रति प्रस्तुत की जाए. If the tender is made by or on behalf of a company, incorporated under the companies Act. 1956, it shall be signed by their managing Director, or one of the directors duly authorized on that behalf. If it is made by the partnership firm, it shall be signed with the co-partnership name by a member of the firm who shall sign in his own name and give the name and address of each partner of the firm and attach a copy of power of attorney with the tender authorizing him to sign on behalf of the partners. A certified copy of the registered partnership deed shall also be submitted along with the tender.

1.6. स्वीकारने की अवधि/Acceptance period:

निविदा, निविदा खुलने की दिनांक से 90 दिनों की अवधितक स्वीकृती के लिए वैध रहेंगे. The tender shall remain valid for acceptance for a period 90 days from the date of opening of tender,

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1.7. स्थल निरीक्षण/Site Inspection:

प्रत्येक निविदाकर्ता से अपेक्षा की जाती है कि वह दर उद्धृत करने के पूर्व प्रस्तावित कार्य के स्थल का निरीक्षण कर लें एवं उन्हें सभी ड्रॉइंग एवं दस्तावेज भी देख लेना चाहिए। यह माना जाएगा कि ठेकेदार द्वारा आनी लागत पर स्थल का निरीक्षण कर लिया गया है एवं उद्धृत दर हर परिस्थिति में लागू माना जाएगा। Every tender is expected to inspect the site of proposed work before quoting his rates He must also go through all the drawings and documents. It will be construed that the contractor has inspected the site at his cost, and the quoted rates shall hold good in all conditions.

1.8. क्वांटिटी का शिड्यूल/Schedule of Quantities:

विभिन्न मदों के लिए क्वांटिटी का शिड्यूल इस निविदा के साथ संलग्न किया जाना चाहिए। यह निश्चित तौर पर स्पष्ट की जाती है कि नियोक्ता मद एवं क्वांटिटी स्वीकार नहीं करेगा एवं नियोक्ता अनुबंध की शर्तों को प्रभावित किए बिना अपने विवेक के अनुसार चूक, कटौती अथवा जोड़कर इसमें परिवर्तन कर सकता है। नियोक्ता के पास इस आशय का अधिकार है कि वह अनुबंध की शर्तों को बिना प्रभावित किए किसी भी मद को कार्य क्षेत्र से हटा सकता है।

A schedule of quantities for various items accompanies this tender. It should be definitely understood that the Employer do not accept of items and quantities and his schedule is liable to alterations by omissions, deductions or additions at the discretion of the employer without affecting the terms of the contract. The Employer reserves the right to completely delete any item from the scope of the work without affecting the terms of the contract.

1.9. अनुबंध दरें/ Contractors Rates:

अनुबंध की दरों में कार्य स्थल तक सामग्री के परिवहन एवं स्टोरेज तथा सभी कर जैसे विक्रय कर, सीमा शुल्क एवं चुंगी इत्यादि के साथ मदों का उस स्थिति में फिक्सिंग या रख रखाव शामिल होना चाहिए जहां से कार्य संचालित किया जाना हो। The contractors rates must include the cost of transportation of material to the site, storage at site all taxes such as sales tax, excise and octal etc. and the fixing or placing in position for which the items of works is intended to be operated.

1.10. स्पष्टीकरण/Interpretation:

विशिष्टताओं के स्पष्टीकरण के लिए निम्नतर महत्त्वपूर्ण क्रम का अनुपालन किया जाए

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

ए/अ) क्वांटिटी का शिड्यूल/Schedule of quantities.

बी/ब) सामग्री का शिड्यूल/Schedule of materials

सी/स) कार्यकुशलता का शिड्यूल/Schedule of workmanship.

डी/द) ड्रॉइंग/Drawings

ई/इ) विशेष वैशिष्टताओं का विवरण/Particular of special specification.

एफ/फ) सामान्य वैशिष्टताएं/General Specification.

समग्र रूप से अनुबंध में विशिष्टताओं द्वारा में समाहित नहीं किए गए विषय संबंध भारतीय मानक कोड द्वारा समाहित किए जाएंगे। यदि विशेष विषय के लिए तैयार नहीं किए गए हैं तो नियोक्ता का निर्णय अंतिम और बाध्यकारी होगा। Matters not covered by the specification given in the contract as a whole shall be covered by the matters not covered by the relevant Indian standard Codes. If such codes for a particular subject have not been framed the decision of the Employer shall be final and binding.

1.11. निविदा आमंत्रण सूचना में परिवर्तन/Alteration in Notice Inviting Tenders:

निविदाकर्ता द्वारा निविदा आमंत्रण सूचना में किसी भी प्रकार का परिवर्तन नहीं किया जा सकता है यदि ऐसे परिवर्तन किए गए हैं अथवा कोई विशेष शर्त संलग्न की गई है तो निविदा को रद्द किया जाएगा। No alteration shall be made by the tender in the notice inviting Tenders and if any such alterations are made or any special condition attached, the tender is liable to be rejected.

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1.12. निविदा स्वीकार किया जाना/Acceptance of Tender: निविदा को स्वीकार करने का अधिकार नियोक्ता के पास है एवं वह निम्नतम निविदा को स्वीकार करने के लिए बाध्य नहीं है एवं उसके पास बिना कारण बताए कोई एक अथवा प्राप्त सभी अथवा निविदाओं का कोई भाग निरस्त करने का अधिकार सुरक्षित है तथा निविदाकर्ता उद्धृत दर पर इसे निष्पादित करने के लिए बाध्य होगा. The acceptance of tender rest with the Employer, who does not bind himself to accept the lowest tender and reserves to himself the authority to, reject any or the entire tender received without assigning any reasons. The Employer reserves the right of accepting the whole or any part of the tenders and the tenders shall be bound to perform the same at their quoted rates.

1.13. स्थल पर्यवेक्षण/Site Supervision:

स्थल पर कार्य नियोक्ता अथवा उनके प्रतिनिधि के मार्गदर्शन में किया जाना होगा. निविदा स्वीकार करने के उपरांत ठेकेदार को उसके अधिकृत प्रतिनिधि का नाम देना होगा जो निर्माण कार्य का पर्यवेक्षण करेगा एवं दैनिक आधार पर अनुदेश के लिए उत्तरदायी होगा. The work shall be carried out under the direction of the Employer or their representative at site. On accepting the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instruction for carrying out the work on day basis.

1.14. गुणवत्ता/Quality:

सामग्री की गुणवत्ता और वर्कमेनशिप के लिए नियोक्ता का निर्णय अंतिम एवं बाध्य होगा. ठेकेदार को नियोक्ता द्वारा रद्द की गई सामग्री को तत्काल साइट पर से हटाना होगा. The Employers decision with regard to the quality of the material and workmanship will be final and binding. Any material rejected by the Employer shall be immediately removed by the contractor from the site.

1.15. कार्य आरंभ/पूर्ण करने की अवधि/Commencement of Work/Period of Completion:

ठेकेदार को आशय-पत्र जारी करने की दिनांक से 7 दिवस के अंदर कार्य आरंभ करना होगा. यह दिनांक कथित कार्य आरंभ करने की दिनांक मानी जाएगी. समय अनुबंध का मूल तत्व है. इस निविदा के अनुसार सभी कार्य प्रारंभ होने की दिनांक से 30 दिवस के अंदर पूरे कर लिए जाएं. The Contractor shall commence work on site within 7 days from the date of issue of the letter of intent. This date shall be considered as the date of commencement of the said work. Time is the essence of the contract. All works as per this tender will be completed within 30 days from the date of commencement.

1.16. दोष उत्तरदायित्व अवधि/Defect Liability Period:

कार्य पूर्ण होने की दिनांक से 12 माह की “दोष उत्तरदायित्व अवधि” किसी भी प्रकार का दोष होने पर इसे ठेकेदार द्वारा सुधारा जाएगा. यदि यह दोष सुधारा नहीं जाता है तो नियोक्ता परामर्शदाता की सहमति से अन्य किसी एजेंसी से ठेकेदार की जोखिम और लागत पर कराएगा. इस तरह के दोष नियोक्ता से लिखित में सूचना प्राप्ति के पश्चात ‘ उत्तरदायित्व अवधि’ की सीमा तक दूर करना होगा. Any defected developed within “Defect Liability Period” of 12 months from the date of completion will have to be rectified by the contractor. In case of failure to do so the employer with the concurrence of the consultant shall get the rectification work done by some other agency at the risk and cost of the contractor. The rectification of such defects shall be taken on receipt of written notice from the Employer and such defects may extent “liability period”.

1.17. टुकड़ों में कब्जा/Part Occupation:

यदि स्वामी टुकड़ों में कब्जा चाहता है तो ठेकेदार को नियोक्ता से मिलकर उस क्षेत्र का कार्य पूरा करना होगा और उसे करार के किसी भी खंड को प्रभावित किए बिना नियोक्ता को कब्जा देना होगा. If the owner wants to occupy areas in part, the contractor shall have to be complete the work of the area in conjunction with the Employer and hand over the same to the Employer without affecting any of the clauses of agreement.

1.18. व्यतिरेक हस्ताक्षर/ Contract Signing: निविदा स्वीकारे जाने के पश्चात निविदाकर्ता को सूचना के 10 दिवस के अंदर आवश्यक दस्तावेज पर हस्ताक्षर करने होंगे तथा स्टैंप पेपर सहित करार का व्यय निविदाकर्ता को वहन करना होगा. यदि कोई विलंब होता है तो ‘बयाना जमा राशि’ जब्त कर ला जाएगी तथा निविदा रद्द की

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जाएगी अथवा अनुबंध निविदा की शर्तों के अनुसार अनुबंध प्रवर्तित करना होगा तथा निविदाकर्ता इसके लिए बाध्य होगा चाहे निविदाकर्ता द्वारा औपचारिक करार निष्पादित और हस्ताक्षर नहीं किया गया हो।

After acceptance of the tender, the tender shall sign the necessary papers within 10 days of the intimation, Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. In case of delay, the "Earnest Money" may be forfeited and the tender cancelled or the contract enforced as per term of the tender and the tender shall thus be bound even though the formal agreement has not been executed and signed by the tender.

1.19. बयासना जमा राशि/Earnest Money Deposit:

EMD of 30,000.00 (Rs. Thirty Thousand Only) Interior and Allied works at B/O Opera House – Queen's Diamond,5,Mama Parmanand Marg,Opera House,Mumbai-400004 in the form of Bank Draft only and in favour of CENTRAL BANK OF INDIA AT MUMBAI, shall be submitted along with the tender.

बिना बयाना जमा राशि अथवा उपर्युक्त के अलावा अन्य किसी रूप में प्राप्त निविदा को रद्द कर दिया जाएगा. असफल निविदाकर्ताओं को बयाना जमा राशि निविदा खुलने की दिनांक से एक माह के अंदर वापस की जाएगी. धारित राशि के अतिरिक्त बयाना जमा राशि को भी जमा रखा जाएगा एवं कार्य पूरा होने के उपरांत इसे वापस किया जाएगा.

The tender reserved without EMD or any other form than stated above may be rejected. The EMD shall be refunded to the unsuccessful tenders within one month of the opening of the tender. The EMD shall be retained in addition to the retention money and shall be returned on completion of the project.

b) धारित राशि/Retention Money: प्रत्येक रनिंग बिल के मूल्य का 10 प्रतिशत प्रत्येक रनिंग खाता-भुगतान से कटौती की जाएगी.

Retention Money at the rate of 10% of each running bill value shall be deducted from each running account payment.

c) धारित राशि/बयाना जमा राशि पर किसी भी प्रकार का ब्याज देय नहीं होगा.

The Retention money/EMD amount shall not bear any interest.

1.20. जमा राशि का भुगतान/Refund Deposit:

प्रोजेक्ट के वास्तविक रूप से पूर्ण होने पर धारित राशि का 50 प्रतिशत भुगतान किया जाएगा एवं शेष 50 प्रतिशत राशि वास्तविक कार्य पूरा होने की दिनांक से 6 बाह की दोष उत्तरदायित्व अवधि पूर्ण होने के उपरांत की जाएगी. 50% of the retention money shall be returned after the virtual completion of the project and the balance 50% shall be returned after the defect's liability period of 12 months from the date of virtual completion.

1.21. सामग्री की पूर्ति/Supply of Material:

कार्य के लिए आवश्यक किसी भी प्रकार की सामग्री की पूर्ति के लिए स्वामी बाध्य नहीं है. ठेकेदार को सामग्री के शिड्यूल में दी गई गुणवत्ता और मेक के अनुसार ही क्रय करना होगा तथा नियोक्ता से अनुमोदन प्राप्त करना होगा.

Owner does not bind himself to supply any materials whatsoever required for the work. The quality/make of the material purchased by the contractor shall be exactly same as mentioned in the schedule of materials and shall be got approved by the Employer.

1.22 बीमा/Insurance:

सफल ठेकेदार को अपने नाम पर सभी जोखिम बीमा (सीएआर) लेना होगा तथा मूल पॉलिसी स्वामी के पास जमा करनी होगी. पॉलिसी में निम्नानुसार खंड समाहित किए जाने चाहिए :

The successful Contractor shall take out contractor all risk (CAR) insurance policy, in the name of the contractor, and the original policy shall be deposited with the owner. The policy shall cover clause as under:-

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- a) ठेकेदार को पूरे समय सुरक्षित रखना होगा और नियोक्ता एवं उसके अधिकारी, कर्मचारी, ग्राहक और अन्य अतिथियों अथवा कार्य-परिसर में आने-जाने वालों को तृतीय पक्ष दावे से सुरक्षित रखना होगा. The contractor shall at all times indemnify and keep indemnified the employer and its officers, servants, clients and any other guest, customer or person moving in the work premises from and against all third-party claims

जो कुछ (संपत्ति को हानि/नुक्सान, ठेकेदार के व्यक्तिगत एजेंट कोई उप ठेकेदार और/अथवा नियोक्ता सहित किंतु इस तक सीमित नहीं) whatsoever (including but not limited to property loss and damage, personal agents to the contractor, any sub-contractor and/or the employer) and the contractor shall at his own cost and initiative at all times up to the successful conclusion of the defects liabilities under his clause, including but not limited to third party insurance and liability under the motor vehicle Act, Risk Insurance Act and/ or other Industrial Legislation from time to time in force in India with insurance company (ies) approved by the owner and such policy (ies) shall be of not lesser limit than the limits hereunder specified namely :-

- i) कारीगर क्षतिपूर्ति बीमा- भारतीय गणतंत्र के नियमों के अंतर्गत निर्धारित सीमा तक देय क्षतिपूर्ति/Workmen's compensation Insurance- to the limit to which to which compensation may be payable under the laws of the Republic of India.
- ii) तृतीय पक्ष बीमा/Third party Insurance – शारीरिक चोट एवं संपत्ति को नुकसान सभी कार्य में प्रत्येक दुर्घटना के लिए सीमा रु.1,00,000/ (रु. एक लाख) से कम नहीं होगी बशर्ते उल्लिखित सीमाएं केवल बीमा उद्देश्यों के लिए न्यूनतम सीमाओं के विनिर्देशन के रूप में संचालित होंगी, लेकिन निर्दिष्ट सीमा (एं)के लिए इस खंड के अनुसार किसी भी तरह से देयता को सीमित नहीं करेगा

body injury and property damage to the limit of not less than Rs. 1,00,000/-(Rupees One Lac Only) in each accident at all jobs sites provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not in any way limit the liability in terms of this Clause to the limit(s) specified.

b) यदि ठेकेदार पूर्वगामी उपखंड के अनुसार बीमा किए जाने अथवा जारी रखने में असफल रहता है तो नियोक्ता (ऐसा करने की बाध्यता के बगैर) ठेकेदार की लागत और व्यय पर नियोक्ता की ओर से अन्य अधिकारों व उपायों के प्रति बिना किसी पूर्वाग्रह के ऐसा सबीमा सकरने और दस संबंध में व्यय की गई राशि को ठेकेदार को देय से कटौती करने का अधिकार होगा.

Should the contractor fail to take out and/or keep afoot as provided for the foregoing sub clause, the Employer shall be entitled (but without obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor, and without prejudice to any other rights or remedies of the Employer in this behalf, to deduct the sum(s) incurred, from the dues of the Contractor.

1.23 पॉलिसी की अवधि/ Period of Policies:

उपर्युक्तानुसार सूचित सभी बीमा कवर, अनुबंध पूरी होने और दोष देयता अवधि के दौरान जारी रहना चाहिए.

All insurance covers mentioned above shall be kept alive during the completion period of contract and defects liability period.

1.24. परिनिर्धारित नुकसान/Liquidated Damages:

पूरा प्रोजेक्ट सहमत अवधि में चरणबद्ध तरीके से सौंपना होगा. नियोक्ता परिनिर्धारित नुकसान दंड के रूप में कुल अनुबंध मूल्य का 1 प्रतिशत प्रति सप्ताह के रूप में वसूल होगा जा अनुबंध मूल्य के अधिकतम 10 प्रतिशत के अधीन होगा. Entire project will be completed and handed over within agreed timing in a phased manner, Employer shall levy liquidated damages by way of penalty a sum at the rate 1 % of the total contract value per week subject to the maximum of 10 % of the contract value

1.25 अतिरिक्त मद/Extra item:

बदली गई सभी अधिकृत मद और स्थानापन्न कार्य की गणना निम्नानुसार की जाएगी.

The rates of all authorized extra items altered or substituted work shall be worked out as follows: -

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- a) दर अनुबंध की विद्यमान दर अथवा उसके आधार पर निकाली जाएंगी यथासंभव अधिकतम उसी वर्ग तथा कार्य की प्रकृति के अनुसार होंगी।

The rates shall be based on or derived from the existing rates in the contract as far as possible and to the maximum extent possible from the same class & nature of work.

- b) जहां दरें ऊपर (ए) (I) के तरीके से प्राप्त नहीं की जा सकती हैं, वहां उन्हें प्रतिस्पर्धी बाजार दर जिसमें कर, सीमा शुल्क इत्यादि शामिल हैं साथ ही ठेकेदार का 15 प्रतिशत लाभ, उपरी खर्च एवं पर्यवेक्षण प्रभार अथवा नियोक्ता द्वारा जैसा परमर्श दिया गया हो को जोड़कर गणना की जाएगी।

Where the rates cannot be derived in the manner of (a)(I) above, the same shall be worked out on the basis of most competitive market rates inclusive of any taxes, octroi etc. plus 15% for contractor's profit, overheads and supervision charges or as suggested by the Employer.

- c) ठेकेदार को आदेश प्राप्ति के उपरांत उपर्युक्त कार्य 3 दिनों में करना होगा तथा कार्य की ऐसी मदों के लिए दर प्रस्तुत करना होंगी जिनका उसके द्वारा दावा प्रस्तावित है, इसके समर्थन में दर विश्लेषण एवं वाउचर भी प्रस्तुत किए जाने चाहिए। प्रोजेक्ट इंजीनियर विधिवत् विश्लेषण और औचित्यता के साथ इन मदों के लिए स्वीकार्य दर एक माह की अवधि के अंदर सूचित करेगा।

- d) The Contractor shall, within three days of the receipt of an order carry out the above within 3 days after having carried out the above work, submit the rates which he proposes to claim for such item of work, supported by rate analysis and vouchers. The project engineer shall with due analysis and justification communication to the contractor the rate admissible for these items, within a period of one month.

1.26 वृद्धि/Escalation:

प्रोजेक्ट की अवधि के दौरान ठेकेदार को श्रम, सामग्री या किसी अन्य वैधानिक लेवी / कर पर कोई भी वृद्धि का भुगतान नहीं किया जाएगा और दोष दायित्व अवधि के दौरान इस खंड में कोई भी परिवर्तन स्वीकार्य नहीं होगा।

No escalation on labour, material or any other statutory levy/tax will be paid to the contractor during the duration of the project and during the defect liability period no alteration in this clause will be acceptable.

1.27 निविदा प्राप्ति/Receipt of Tenders:

मोहरबंद लिफाफे में सभी प्रतियों, ड्राइंग इत्यादि सहित निविदाएं इस खंड में दिए अनुसार प्राप्त की जाएंगी। Tenders along with all the copies, drawings etc. in sealed envelope will be received as stated on the cover of this volume.

1.28. इ एस आई (कर्मचारी राज्य बीमा) एवं भविष्य निधि/E.S.I. (Employee States Insurance) & Provident Fund:

इएसआई एवं भविष्य निधि प्रभार यसदि, लागू हों तो ठेकेदार द्वारा वहन किए जाएंगे;

ESI charges & Provident fund charges, if applicable, shall be borne by the Contractor.

1.29. कार्य-कर/Work Tax:

कार्य अनुबंध कर के भुगतान की जिम्मेवारी ठेकेदार की होगी।

Payment of works contract tax shall be the responsibility of the Contractor.

| परिशिष्ट/APPENDIX | |
|--|---|
| विभिन्न खंडों का सारांश/SUMMARY OF VARIOUS CLAUSES | |
| 1. | प्रारंभ होने की दिनांक (1.15) Date of Commencement (1.15) |
| | कार्य आदेश जारी होने से 7 दिन 07 Days from the issue of Work Order |
| 2. | पूर्ण होने की अवधि Period of Completion (1.15) |
| | प्रारंभ होने से 90 दिन 30 Days from the date of Commencement. |
| 3. | दोष उत्तरदायित्व अवधि |
| | वास्तविक रूप से पूर्ण होने की दिनांक से 12 माह |

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| | | |
|---|--|---|
| | Defects Liability Period (1.16) | 12 Months from date of virtual completion. |
| 4. | बयाना जमा राशि Earnest Money Deposit (1.19a) | निविदा के साथ रु. 30,000.00/ का मंग ड्राफ्ट जो सेन्ट्रल बैंक ऑफ इंडिया के पक्ष में हो तथा मुंबई पर देय हो Rs.30,000.00/-(Rupees Thirty Thousand Only) along with Tender in the Form of Demand Draft Favouring Central Bank Of India Payable at Mumbai. |
| MSME Registered Vendors are Exempted from EMD and Tender Fees Relevant Documents to be submitted in Technical Bid. | | |
| 5. | धारित राशि Retention Money (1.19b) | प्रत्येक रनिंग बिल के प्रमाणित सकल मूल्य का 10% 10% of certified gross value of each running bill |
| 6. | अंतरिम बिल के लिए कार्य का मूल्य Value of Work for Interim Bill(1.20) | कार्य आदेश मूल्य का 25% 25% of the Work Order Value |
| 7. | परिनिर्धारित हानि Liquidated Damages (1.24) | प्रति सप्ताह कुल अनुबंध मूल्य का 1% अधिकतम अनुबंध मूल्य के 10% के अधीन 1 % of the total contract value per week subject to the maximum of 10 % of the contract value |

निविदा फॉर्म/ TENDER FORM

प्रति/To,
क्षेत्रीय प्रमुख/Regional Head
दक्षिण मुंबई क्षेत्रीय कार्यालय
South Mumbai Regional Office

Interior and Allied works at B/O Opera House – Queen’s Diamond,5,Mama Parmanand Marg,Opera House,Mumbai-400004.

महोदय/Dear Sir,

उपर्युक्त प्रस्तावित कार्य की निविदा के संबंध में, मैं/हम निम्नानुसार सूचित करते हैं.

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

- (a) मैंने/हमने डिज़ाइन, ड्राइंग विवरण, क्वांटिटी का शिड्यूल, समग्री का शिड्यूल, कार्य कौशल का शिड्यूल, निविदा के लिए अनुदेश, करार का मसौदा का परीक्षण किया है तथा निविदा दस्तावेज के सभी पृष्ठों और उनमें दिए गए तथ्य एवं प्रस्तावित कार्य से संबंधित संलग्न निविदा अनुबंध (जिसे बाद में अनुबंध दस्तावेज कहा गया है) का भलिभति अध्ययन कर लिया है एवं समझ लिया है.

Having examined the design, drawings details, schedule of quantities, schedule of materials, schedule of workmanship, instructions to tenders, draft agreement and having thoroughly gone through all the pages of the Tender documents & having understood the facts intended to be conveyed therein the tender annexed thereto (here-in-after called the Contract Documents) relating to the proposed work.

- (b) प्रस्तावित कार्य के कार्य स्थल देख लिया है और

Having visited and examined the work site of the proposed work and,

- (c) निविदा को प्रभावित करने वाली आवश्यक सूचना प्राप्त कर ली है

Having acquired with the requisite information as affecting the tender.

मैं/हम अद्योहस्ताक्षरी क्वांटिटी के शिड्यूल के मूल्य की गणना प्रतिफल पर एतद्वारा अनुबंध दस्तावेज का कड़ाई से अनुपालन करते हुए कार्य करने की पेशकाश करते हैं.

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I/We, undersigned, hereby offer to execute the proposed work in strict accordance with the contract documents for the consideration to be calculated in terms of the priced schedule of quantities.

मैं/हम आपके द्वारा हमारी निविदा स्वीकार करने की सूचना की दिनांक से और साइट ग्रहण करने की दिनांक से शिड्यूल के अनुसार कार्य करने का वचन देते हैं।

I/we undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon receiving possession of the site.

मैं/हम इस बात का भी वचन देते हैं अनुबंध के समय विस्तार की शर्त के अधीन असफल रहने पर, उस अवधि के लिए जिसमें कार्य पूर्ण नहीं हुआ है, के लिए अनुबंध की शर्तों के परिशिष्ट के अनुसार मैं/हम सहमत परिनिर्धारित हानि राशि का भुगतान स्वामी को करेंगे।

I/We further undertake that on failure, subject to the condition of the contract relating to extension of time, I/We shall pay the agreed 'Liquidated Damages' to the Owner the sum named in the Appendix to the conditions of contract, 'Liquidated Damages' for the period during which the work shall remain incomplete.

मैं/हम रु.30,000.00/ बतौर बयाना राशि आपके पास जमा करेंगे जिस पर कोई ब्याज नहीं मिलेगा और मैं हम इस बात से भी सहमत हैं कि यदि नियोक्ता मेरी/हमारी निविदा स्वीकार कर लेता है और मैं हम कहे जाने पर अनुबंध लेने में असफल रहते हैं तो यह राशि जब्त कर ली जाएगी।

I/We hereby deposit with you as 'Earnest Money' of Rs.30,000.00 /- (Rs. One Thirty Thousand Only) carrying no interest and I/We do hereby agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so.

मैं/हम इस बात से भी सहमत हैं कि अंतरिम भुगतान से 10% 'धारिता राशि' के लिए कटौती की जाएगी जो करार में संबंधित खंड के अनुसार वापस की जाएगी।

I/We further agree to the deduction of 10% from the 'Interim Payment' towards the 'Retention money, which will be returned as per the relevant Clauses in the agreement.

भवदीय/Yours faithfully

फर्म के भागीदारों के नाम/Name of the partners of the firm

अथवा/OR

व्यक्तियों के नाम जिनके पास अनुबंध हस्ताक्षर करने के लिए मुख्तारनामा है

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

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अनुबंध/Annexure-I
(सफल बोलीकर्ता द्वारा रु200 के गैर अदालती स्टांप पेपर पर दिया जाए)
(On Rs.200/- non-judicial stamp paper by the successful bidder)

द्वारा/From: ठेकेदार/The Contractor
प्रति- सेन्ट्रल बैंक ऑफ इंडिया, मुंबई.
To Central bank of India, Mumbai.

महोदय/Dear Sirs,

हम टेंडर के कवर पेज (पेज नंबर 1) पर वर्णित परिसर में _____ के लिए _____ दिनांक की निविदा का उल्लेख करते हैं। हम एतद्वारा पुष्टि करते हैं कि हमने अनुबंध के निष्पादन के लिए केन्द्र, राज्य अथवा स्थानीय सभी कानून के अंतर्गत माल प्रदाय करने के लिए सभी औपचारिकताओं का अनुपालन किया है। हम यह भी पुष्टि करते हैं कि आपको प्रदाय की गई सामग्री के लिए हमारे बिक्री एवं सीमा शुल्क सहित सभी कर एवं शुल्क का भुगतान कर दिया है और इसके लिए हम जिम्मेवार होने का वचन देते हैं।

We refer to the tender dated _____ for _____ at the premises mentioned on cover page (page no.1) of the tender. We hereby confirm that we have complied with all formalities in the performance of our Contract for the supply of goods and services under all statutes governing the same, Central, State or Local. We further confirm that we have paid all taxes and duties including sales tax and excise duty in respect of the goods and services supplied to you and undertake to be responsible for the same.

हम किसी भी दावे या मांग और सभी हानि, लागत, शुल्क अथवा अन्यथा और किसी भी व्यक्ति द्वारा किए गए दावों के भुगतान के लिए निविदा के तहत हमारे दायित्व के संबंध में किए गए किसी भी दावे के परिणामस्वरूप होने वाले व्यय अथवा नुकसान के लिए क्षतिपूर्ति करने और आपको क्षतिपूर्ति करने के लिए सहमत हैं।

We agree to indemnify and keep you indemnified against any claim or demand and all loss, costs, charges and expenses incurred or suffered by you as a result of any claim being made by any person in respect of our obligation under the said tender for payment of taxes, duties or otherwise.

भवदीय/Yours truly,

दिनांक/ Date : _____

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अनुबंध/Annexure - II
(सफल बोलीकर्ता द्वारा रु.200/ के गैर अदालती स्टांप पेपर पर)
(On Rs.200/- non-judicial stamp paper by the successful bidder)

द्वारा/From: ठेकेदार/The Contractor
प्रति/To : सेन्ट्रल बैंक ऑफ इंडिया, मुंबई/Central Bank of India, Mumbai.
महोदय/

Dear Sirs,

हम टेंडर के आवरण पृष्ठ (पृष्ठ नं. 1) पर बताए गए आपके परिसर में सामान और सेवाओं की आपूर्ति के लिए दिनांक _____ की निविदा / अनुबंध का उल्लेख करते हैं। हम सूचित करते हैं कि हम केन्द्रीय उत्पाद शुल्क अधिनियम 1944 द्वारा निर्धारित छूट सीमा के अंतर्गत आते हैं और आपको प्रदत्त वस्तुओं और सेवाओं पर कोई उत्पाद शुल्क देय नहीं है। हम यह भी पुष्टि करते हैं कि अनुबंध के निष्पादन में माल प्रदाय करने और सेवा के लिए सभी केन्द्र, राज्य अथवा स्थानीय नियमों का अनुपालन किया है।

We refer to the tender / contract dated _____ for supply of goods and services to you at your premises of as mentioned on cover page (page no.1) of the tender. We advise that, we are covered under the exemption limit prescribed by the Central Excise Act 1944 and no Excise is payable by us on the goods and services supplied to you. We further confirm that we have complied with all the formalities in the performance of our contract for the supply of goods and services and under all statutes governing the same, Central, State or local.

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SIGNATURE OF TENDERER WITH RUBBER STAMP

हम यह भी वचन देते हैं कि हमारे द्वारा आपको प्रदाय किया गया माल एवं सेवा पर बिक्री कर और उत्पाद शुल्क सहित यदि कोई कर अथवा शुल्क देय है तो इसके भुगतान की जिम्मेदारी हमारी होगी।

We undertake that if any taxes and duties including sale tax and Excise duty in respect of goods and services supplied to you by us is payable, the responsibility of paying the same shall be ours.

हम किसी भी दावे या मांग और सभी हानि, लागत, शुल्क अथवा अन्यथा और किसी भी व्यक्ति द्वारा किए गए दावों के भुगतान के लिए निविदा के तहत हमारे दायित्व के संबंध में किए गए किसी भी दावे के परिणामस्वरूप होने वाले व्यय अथवा नुकसान के लिए क्षतिपूर्ति करने और आपको क्षतिपूर्ति करने के लिए सहमत हैं।

We agree to Indemnify and keep you Indemnified against any claim or demand and all loss, cost, charges and expenses incurred and suffered by you as a result of any claim being made by any person in respect of our obligation under the said tender / contract for payment of taxes, duties or otherwise.

भवदीय/Yours truly,

Date: _____

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर/**SIGNATURE OF TENDERER WITH RUBBER STAMP**

करार की शर्तें/ ARTICLES OF AGREEMENT

(सफल बोलीकर्ता द्वारा रु.200/ के गैर अदालती स्टॉप पेपर पर निष्पादित किया जाए)

(On Rs.200/- non-judicial stamp paper by the successful bidder)

This agreement is executed at Mumbai on this day of 2011 between Central Bank of India, a body corporate, constituted under the provision of Banking Companies (Acquisition & Transfer of Undertakings) Act. 1970, having its Head Office at Chandermukhi, Nariman Point, Mumbai – 400 021. (hereinafter referred to as the “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and assigns) of the ONE PART and M/s (name of contractor), having its Registered office at (address of contractor. (Hereinafter referred to as the “Contractor”, which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and assigns) of the OTHER PART.

WHEREAS the Bank is desirous of carrying out the (brief description and address of work) and therefore has invited tenders.

AND WHEREAS the contractor has submitted its tender for carrying out the (brief description and address of work) is hereinafter referred at as and the same was accepted by the Bank.

AND WHEREAS the contractor has submitted the tender dated (date of tender) wherein the (brief description of the work) work to be done was also described as per priced schedule of quantities, along with the general condition of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities and also as per the essential terms and conditions mentioned in the work order no. (Work order no. and date) issued by the Bank to the Contractor.

AND WHEREAS Bank has also accepted the offer of the contractor to fulfill the (brief description of the work) work as agreed to in its tender dated wherein the work to be done was described as per priced schedule of quantities, along with the general conditions of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities, and as per the work order no.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The contractor hereby agrees that it shall execute the (brief description of the work) work as per the tender dated (date of tender) copy whereof is enclosed and the same shall form part and parcel of this agreement, wherein work to be done was described as per priced schedule of quantities, along with the general conditions of contract, special conditions, additional conditions etc, at the respective rates mentioned in the priced schedule of quantities, and also as per the essential terms and conditions

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SIGNATURE OF TENDERER WITH RUBBER STAMP

mentioned in the work order no. (Work order no. and date) copy whereof is enclosed and the same shall form part and parcel of this agreement.

1. The Bank hereby agrees to pay to the contractor such sums as shall become payable hereunder at the time and in the manner specified in the tender dated and also as per the essential terms and conditions mentioned in the work order no. issued by the Bank to the contractor.
2. The Contractor has deposited Rs. (ISD amount) (Rupees (ISD amount in words) Only) with the Bank as Initial security deposit for due performance of the agreement, and the Bank hereby acknowledges the same.
3. Subject to what is stated in para 5 hereinafter, both the parties hereby agree to abide by and submit themselves to the terms and conditions and also stipulations as mentioned in the tender dated (date of tender) (as mentioned by this agreement) and also as per the terms and conditions mentioned in the work order no. (Work order no. and date) issued by the Bank to the Contractor.
4. Notwithstanding what is stated in terms and conditions and also stipulations [as to i) appointment of arbitrator and conducting the arbitration proceedings, and ii) the jurisdiction of Courts] as mentioned in tender dated (date of tender) both the parties hereby agree that:
 - a) The appointment of Arbitrator/s & conducting the arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996, and
 - a) कोई भी विवाद/मतभेद में निर्णय के लिए सिर्फ मुंबई के न्यायालय को अधिकार होगा.
Any dispute / differences, if any, shall be deemed to have arisen in and only courts in Mumbai shall have exclusive jurisdiction to try and determine the same.
 - b) The several parts of this contract have been read to us and fully understood and signed by us.
 - c) This agreement is deemed to have come into force on (date of work order / commencement date).

WITNESS WHEREOF THE CONTRACTOR AND THE BANK HAVE AFFIXED THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE.

Signed and delivered by Central]

For and on behalf of Central Bank of India

Bank of India by the hands of]

Shri.

It's constituted Attorney, in the]

Presence of;

]

1)

2)

Signed sealed (with common]
seal) and delivered by

M/s (Name of the firm),
through It's authorized Signatory]
Shri.

()

निम्न क उपस्थिति में

In the presence of:

]

Authorized Signatory

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INTEGRITY PACT

Between

Central Bank of India hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder/ Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos. 6-7)
- e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 8-17).

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (1) The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-

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binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word "**Monitor**" would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail."

(For & On behalf of the Principal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

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GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

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रिभाषा एवं व्याख्या
DEFINITIONS AND INTERPRETATIONS

1. परिभाषाएं/DEFINITIONS :

जहां संदर्भानुसार अन्यथा आवश्यक है को छोड़कर निम्नलिखित शब्दावली का अर्थ निम्नानुसार होगा.
The following terms shall have the meaning hereby assigned to them except where the context otherwise require.

(a) नियोक्ता से तात्पर्य मे. सेन्ट्रल बैंक ऑफ इंडिया अथवा उसके प्राधिकृत प्रतिनिधि से है.

Employer means M/s CENTRAL BANK OF INDIA or his/her Authorized Representative.

(b) परामर्शदाता से तात्पर्य ऐसे व्यक्ति से है जिसे नियोक्ता द्वारा अनुबंध के उद्देश्य से वास्तुविद के रूप में कार्य करने हेतु समय समय पर नियुक्त किया जाएगा. दस्तावेज के कुछ भागों में वास्तुविद से तात्पर्य परामर्शदाता होगा.

Consultant shall be the person for the time being or from time to time duly appointed by the Employer to act as 'Architect' for the purpose of the contract. In some part of the document, the word Architect shall also mean the said "Consultant".

(c) ठेकेदार से तात्पर्य सफल वेंडर से है जिसे अनुबंध दिया गया है.

Contractor shall mean the successful Vendor to whom the contract has been awarded.

(d) उप ठेकेदार से तात्पर्य ऐसे व्यक्ति से है जिसे अनुबंध का कुछ कार्य परामर्शदाता और विधिक प्रतिनिधि, उत्तराधिकारी एवं ऐसे समनुदेशित व्यक्ति की लिखित सहमति से उपपट्टे पर दिया गया है.

Subcontractor shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing by the Consultant and the legal representative, successors and assigns of such person.

(e) अनुबंध का तात्पर्य एवं इसमें निम्न शामिल हैं/Contract, shall mean and include the following :

(i) सूचना आमंत्रण निविदा/Notice Inviting Tender

(ii) निविदा फॉर्म(विधिवत रूप से निविदकर्ता द्वारा हस्ताक्षरित हो)/Tender Form (duly signed in by Tenderer)

(iii) परिभाषा एवं स्पष्टीकरण/Definitions and Interpretation,

(iv) क्वांटिटी का शिड्यूल/Schedule of quantities,

(v) सामग्री का शिड्यूल/Schedule of materials,

(vi) वर्कमेनशिप का शिड्यूल/Schedule of workmanship, and

(vii) ड्रॉइंग/Drawings

(f) स्थल से तात्पर्य नियोक्ता द्वारा ठेकेदार को उपयोग हेतु आबंटित ऐसे वास्तविक स्थान से है जिसमें कार्य किया जाना है.

Site, shall mean the actual place in, over or under which work is to be done, allotted by the Employer for contractor's use.

(g) अनुबंध के कार्य से तात्पर्य एवं इसमें अनुबंध के सभी खंडों को पूरा करने के लिए आवश्यक सामग्री, मजदूरी, एवं संसाधन शामिल हैं.

Work, of the contract shall mean and include materials, labour and the resources required for the fulfilment of the clauses of the contract.

(h) अनुबंध मूल्य से तात्पर्य यदि कोई औपचारिक करार अथवा कार्य आदेश है तो उसमें संदर्भित की गई राशि से है.

Contract Price, shall mean the sums referred to in the formal agreement, any or the work order.

2. कार्य सौंपना और उपपट्टा/ASSIGNMENT AND SUB-LETTING :

2.1 कार्य सौंपना/Assignment:

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ठेकेदार अनुबंध अथवा इसका कोई भाग अथवा इसमें कोई भी हित परामर्शदाता/नियोक्ता की बिना अनुमति के कर्या नहीं सौंपेगा.

The contractor shall not assign the contract or any part thereof or any benefit or therein or there under without the written permission of the Consultant/Employer.

2.2 उप-पट्टा/Sub-letting :

ठेकेदार अनुबंध का पूरा अथवा कोई भी भाग उप-पट्टे पर नहीं देगा. ठेकेदार वास्तुविद एवं नियोक्ता की लिखित अनुमति के बगैर कार्य का कोई भी भाग उप-पट्टे पर नहीं सौंपेगा, यदि अनुमति दी जाती है तो ठेकेदार अनुबंध के अंतर्गत अपनी देयता से मुक्त नहीं हो सकेगा एवं उप-ठेकेदार, उसके एजेंट, कर्मचारी अथवा कर्मकार के कृत्य, त्रुटि अथवा लापरवाही के लिए उसी प्रार से जिम्मेदार होगा जैसे कि यह कृत्य, त्रुटि अथवा लापरवाही ठेकेदार अथवा उसके एजेंट, कर्मचारी अथवा कर्मकार द्वारा की गई है. The Contractor shall not sub-let the whole or part of the contract. The contractor shall not sublet any part of the works without the written consent of the Architect and the Employer and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and the contractor shall be responsible for the acts, defaults and neglects of the subcontractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the contractor or his agents, servants, or workmen.

3. ड्राइंग/DRAWINGS :

3.1 ड्राइंग जारी करना/Issues of Drawings:

यदि आवश्यक हुआ तो ठेकेदार को कार्य के लिए अनुबंध अवधि में अनुमोदित ड्राइंग जारी की जाएगी एवं ठेकेदार को कार्य निष्पादन के लिए तदनुसार सामग्री की व्यवस्था करना होगी. ठेकेदार को अनुबंध के तहत कार्य निष्पादन अथवा अन्यथा के लिए आवश्यक ड्राइंग अथवा विशिष्ट कार्य के लिए पर्याप्त समय देना होगा.

Drawings approved for the work will be issued, if required, to the contractor progressively during the contract period and the contractor shall arrange for the execution of the works and the procurement of materials accordingly. The contractor Shall give adequate notice in writing to the Consultant or his Representative of any further drawings or specification that may be required for the execution of the works or otherwise under the contract.

3.2 ड्राइंग की प्रतियां/Copies of drawings:

सभी ड्राइंग की एक प्रति ठेकेदार को इन दस्तावेजों के माध्यम के साथ दी जाएगी जो हमेशा स्थल पर नियोक्ता/परामर्शदाता अथवा उसके प्रतिनिधि अथवा परामर्शदाता द्वारा प्राधिकृत अन्य किसी भी व्यक्ति के निरीक्षण एवं उपयोग के लिए उपलब्ध होगी. ठेकेदार रु.200/ प्रति सेट के हिसाब से भुगतान कर अतिरिक्त प्रति प्राप्त कर सकता है.

One copy of all the drawings furnished to the contractor through these contract documents shall be kept at the site and the same shall at all reasonable times be available for inspection and use by the Employer/Consultant or his Representative and by any other person authorized by the Consultant. The contractor may request for additional copies on payment of Rs. 200/- per set.

3.3 और ड्राइंग जारी करना एवं अनुदेश/Issue of further drawings and instructions:

कार्य के उचित एवं पर्याप्त निष्पादन एवं रखरखाव के लिए आवश्यकतानुसार नियोक्ता/परामर्शदाता को अपने प्रतिनिधि के माध्यम से कार्य के मध्य ड्राइंग एवं सुझाव प्रदाय करने की शक्ति एवं प्राधिकार होगा.

The Employer/Consultant shall have full power and authority to supply to the contractor from time to time through his representative, during the progress of the works such further drawings and instructions, if required, as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

3.4 ड्राइंग का स्वामित्व/ Ownership of Drawings:

ठेकेदार को प्रदाय की गई सभी ड्राइंग परामर्शदाता की संपत्ति मानी जाएगी. ठेकेदार अपने और उसके कर्मचारियों एवं उप ठेकेदार की ओर से इस बात से सहमत है कि वह अनुबंध के दौरान अथवा इसके पूर्ण

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होने के पश्चात् इस अनुबंध के अतिरिक्त इस ड्रॉइंग में निहित सूचनाओं को प्रकट अथवा प्रयोग नहीं करेगा।

All drawings supplied to the contractor are deemed to be the property of the Consultant. The contractor agrees both on the behalf of himself and his employees, and sub-contractors, whether during or after completion of the contract not to divulge or use, except for the purpose of this contract, any information contained in the drawings.

3.5 ठेकदार द्वारा प्रस्तुत की जाने वाली योजना एवं ड्रॉइंग/Plans and drawings to be submitted by the Contractor:

अनुबंध के अंतर्गत कार्य पूरा करने के लिए ठेकदार जो अस्थायी कार्य करना चाहता है उसका खाका एवं विवरण, 7 दिन के अंदर परामर्शदाता अपना अनुमोदन/टिप्पणी देगा जो कार्य के लिए पर्याप्त हैं अथवा अपनी असममति/टिप्पणी देगा जिसके आधार पर ड्रॉइंग को परिशोधित कर पुनः परामर्शदाता के अनुमोदन के लिए प्रस्तुत करना होगा। ठेकदार द्वारा प्रस्तुत की गई यह सभी योजनाएं एवं ड्रॉइंग जो परामर्शदाता द्वारा अनुमोदित की गई हैं इस अनुबंध का भाग होंगी।

Layout and details of temporary works that the contractor wants to carry out to fulfil his obligation under the contract. Within 7 days the Consultant will give their approval/comments sufficient to proceed with the work or objections/instructions to the contractor based on which the drawings shall be revised and re-submitted for approval by the Consultant. All these plans and drawings submitted by the contractor and approval by the Consultant shall become part of the contract.

4. सामान्य बाध्यता/GENERAL OBLIGATIONS :

- 4.1 निविदा प्रस्तुत करने के पूर्व साइट आदि का निरीक्षण/Inspection of site etc. before submission of tender:** ठेकदार को निविदा प्रस्तुत करने के पूर्व साइट एवं इसके आस-पास का निरीक्षण एवं परीक्षण करना होगा ताकि वह कार्य की प्रकृति एवं आवश्यक संसाधन तथा जोखिम, आकस्मिकता और अन्य परिस्थितियां जो उसकी निविदा को प्रभावित कर सकती हैं की जानकारी लेकर अपने आपको संतुष्ट कर ले। निविदा स्वीकार करने के पश्चात् नियोक्ता /परामर्शदाता इस प्रकार के किसी भी कारण से होने वाली हानि के लिए जिम्मेदार नहीं होगा।

The contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the work and nature of the resources required and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. The Employer/Consultant will not be responsible for any loss to the contractor resulting from any such reasons after acceptance of tender.

- 4.2 निविदा प्रस्तुति के पूर्व स्पष्टीकरण/Clarification before submitting tenders:**

यदि ठेकदार को दिए गए कथन, अथवा क्वांटिटी अथवा मद के समक्ष दिखाई गई यूनिट में किसी भी प्रकार की कमी अथवा त्रुटि ध्यान में आती है तो वह तत्काल यह बात प्राधिकारियों के ध्यान में लाए एवं निविदा प्रस्तुत करने के पूर्व स्पष्टीकरण प्राप्त करे। निविदा इस तरह के प्राप्त स्पष्टीकरण पर आधारित होना चाहिए एवं इसका अभिलेख निविदा के आवरण पत्र पर दर्ज होना चाहिए अन्यथा नियोक्ता को बिना कोई क्षतिपूर्ति दिए निविदा में किए गए कथन अथवा क्वांटिटी अथवा यूनिट के अनुसार ठेकदार से कार्य कराने का अधिकार होगा।

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

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- 4.3 पूर्ण किए गए कार्य की दर उद्धरित करना/**Rates quoted for finished work:**
ठेकेदार द्वारा उद्धरित की गई दर ड्रॉइंग, विशिष्टताओं और संबंधित खंडों के अनुसार पूर्ण कार्य की हैं। The rates quoted in the tender by the contractor must be for the finished work as per the drawings, specifications and as per the related clauses.
- 4.4 कार्य का स्थान/**Location of work:**
जब तक कि मद में विशेष रूप से उल्लेख न किया गया हो, इसमें वर्णित कार्य किसी भी स्थान अथवा उच्च स्थान पर हो सकता है।
Unless specifically mentioned in the item, the work described therein may be at any location or elevation.
- 4.5 वैधता/**Validity:**
निविदा खुलने की दिनांक से 90 दिन तक निविदा स्वीकृती के लिए खुली रहेगी।
The tender shall remain open for acceptance for a period of 90 days from the date of opening of the Tender .
- 4.6 कार्य-आयोजन/**Programme of work:**
अनुबंध प्राप्त होने के उपरांत ठेकेदार को परामर्शदाता/नियोक्ता को पूरे कार्य को नियोजित रूप से पूरा करने के लिए कार्य करने की आयोजना जिसमें कार्य की प्रक्रिया एवं पद्धति प्रस्तुत करना होगा और जब भी परामर्शदाता/नियोक्ता के प्रतिनिधि को मांग करने पर कार्य करने और निर्माण कार्य करने तथा अस्थायी कार्य जो ठेकेदार प्रदाय, प्रयोग अथवा निर्माण करना चाहता है का लिखित विवरण देना होगा। अनुमोदन इस प्रकार की प्रस्तुति को परामर्शदाता एवं उसके प्रतिनिधि द्वारा अनुमोदन ठेकेदार अनुबंध के तहत अपने किसी भी कर्तव्य एवं जिम्मेदारी से मुक्त नहीं होगा।
Soon after the award of contract, the Contractor shall submit to the Consultant/Employer for his approval a programme to match with the planned completion of the whole job showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Consultant/ Employer representative furnish further detailed programme and particulars in writing of the contractor's arrangements for carrying out the works and of the construction plan and temporary works which the contractor intends to supply, use or construct as the case may be. The submission to and approval, if any, by the Consultant or his Representative of such programmes or particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.
- 4.7 कर्मकार को हटाना/**Removal of Workmen:**
परामर्शदाता/नियोक्ता को यह स्वतंत्रता है कि वे ठेकेदार द्वारा कार्य पर अथवा कार्य निष्पादन अथवा रख-रखाव के लिए रखे किसी व्यक्ति जो परामर्शदाता/नियोक्ता के मत में कदाचार अथवा अपने कर्तव्य के पालन में लापरवाह अथवा अवांछित है को तत्काल हटाने के लिए कह सकता है एवं ऐसा व्यक्ति परामर्शदाता की बिना लिखित अनुमति के पुनः कार्य पर नहीं रखा जा सकेगा। ठेकेदार कार्य से हटाए गए ऐसे व्यक्ति के स्थान पर बिना किसी विलंब के परामर्शदाता द्वारा अनुमोदित सक्षम व्यक्ति को रखेगा।
The Consultant/Employer shall have liberty to object to and order the contractor to remove forthwith from the works any person, employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Consultant/Employer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Consultant/ Employer to be undesirable and such person shall not be again employed upon the works without the written permission of the Consultant. Any person so removed from the works shall be replaced by the contractor without delay by a competent substitute approved by the Consultant.
- 4.8 अस्थायी निर्माण/**Temporary Structure:**

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कार्यालयीन कार्य, सामग्री इत्यादि के संग्रहण के लिए ठेकेदार द्वारा अस्थायी ढांचे, शेड का निर्माण मानक स्केच के अनुसार अथवा परामर्शदाता के द्वारा अनुमोदित योजना के अनुसार होगा। इस प्रकार के शेड के निर्माण के लिए लिखित रूप में अनुमति प्राप्त करना होगी।

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

4.9 संपत्ति एवं व्यक्ति को नुकसान/Damage to persons and property:

निर्माण/संरचना, स्थापना, कार्य के रख-रखाव के दौरान ठेकेदार को अपने सभी कर्मचारियों को हानि और चोट के लिए दावे अथवा किसी व्यक्ति को नुकसान जो भी हो के लिए और सभी प्रकार के दावे, मांग, कानूनी कार्रवाई, लागत, प्रभार, व्यय इस संबंध में जो कुछ भी हो के लिए क्षतिपूर्ति करेगा एवं नियोक्ता को भी सुरक्षित रखेगा। ठेकेदार अथवा उप ठेकेदार द्वारा दिए गए रोजगार में किसी भी कर्मकार अथवा अन्य किसी व्यक्ति को दुर्घटना अथवा चोट के परिणाम स्वरूप देय दावों लिए नियोक्ता किजम्मेदार नहीं होगा। ठेकेदार ऐसे सभी दावे, मांग, कानूनी कार्रवाई, लागत, प्रभार, व्यय इस संबंध में जो कुछ भी हो के लिए क्षतिपूर्ति करेगा एवं नियोक्ता को भी सुरक्षित रखेगा।

The contractor shall indemnify and keep indemnified the employer against all losses and claims for injuries or damages to any person or property whatsoever, which may arise out of or in consequence of the construction/fabrication, installation, fixing and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto. The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

4.10 अन्य एजेंसियों के साथ सहयोग/Co-operation with other Agencies:

ठेकेदार को जहां तक ठेकेदार से संबद्ध कार्य के लिए नियोक्ता द्वारा नियुक्त अथवा रखी गई एजेंसियों अथवा ठेकेदार के कार्य के लिए सहयोग करना होगा। कार्य का क्रम इस प्रकार व्यवस्थित करना होगा साथ साथ अन्य एजेंसियों का कार्य भी चलता रहे।

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

4.11 भूमिगत सेवाओं का संरक्षण/Protection of underground services:

ठेकेदार को भूमिगत एवं अन्य सेवा लाइनों जैसे केबल, पानी और सीवर लाइन इत्यादि के संरक्षण के लिए एहतियाती उपाय करना होंगे और इस संबंध में कोई विशेष अनुदेश हैं तो उनका पालन करना होगा। The contractor must take all precautionary measures to protect the underground and other services lines, viz. cables, water and sewer line etc. and observe any specific instructions which may be given in this regard.

4.12 साइट आदेश पुस्तिका/Site Order Book:

परामर्शदाता अथवा उसके प्रतिनिध के अनुदेशों को अभिलेखित करने के लिए साइट आदेश पुस्तिका रखी जानी होगी जो हर समय उपलब्ध होना चाहिए। ठेकेदार को यह देखना होगा उसमें दिए गए अनुदेशों का पालन हो।

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

- 4.13 नियोक्ता से उधार ली गई सामग्री का अभिलेख/ **Record of materials borrowed from the Employer:** अनुबंध के अंतर्गत कार्य निष्पादन के लिए ठेकेदार द्वारा नियोक्ता से उधार ली गई सामग्री विभिन्न सामग्रियों का अभिलेख रखना होगा. परामर्शदाता/नियोक्ता किसी भी समय सामग्री की स्थिति और स्टॉक के सत्यापन की शक्ति होगी.

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

- 4.14 दरों के शिड्यूल एवं विनिर्देशों के अर्थ में विवाद/**Conflict in meaning between schedule of rates and specifications:** क्वांटिटी के शिड्यूल को सामग्री और कारीगर के शिड्यूल के साथ संयोजन के रूप में पढ़ा जाएगा. यदि इसके अर्थ में विवाद होता है तो क्वांटिटी के शिड्यूल में समतुल्य मद को हमेशा अन्य से प्राथमिकता होगी.

The schedule of quantities shall be read in conjunction with the schedule of materials & the schedule of workmanship. In the event of conflict in the meanings therein, the corresponding item in the schedule of quantities shall always have precedence over the others.

- 4.15 अनुबंध की समान्य शर्तों और नियम शर्तों के अर्थ में विवाद/**Conflict in meaning between general Conditions of contract and the terms and conditions:**

अनुबंध की समान्य एवं विशेष शर्तों में किसी भी प्रकार की विसंगति के मामले में अनुबंध की विशेष शर्तों को सामान्य शर्तों की तुलना में प्राथमिकता दी जाएगी.

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

5. मजदूरी/LABOUR :

5.1 मजदूरी दर/Labour Rates:

ठेकेदार एवं उपठेकेदार द्वारा प्रत्यक्ष एवं अप्रत्यक्ष रूप से कार्य में लगाए गए सभी मजदूरों के लिए ठेकेदार को संविदा मजदूरी (विनियम और उन्मूलन) अधिनियम, 1970, न्यूनतम मजदूरी अधिनियम 1948, मजदूरी भुगतान अधिनियम 1936 एवं कोई भी संशोधन के प्रावधानों का पालन करेगा और राज्य और अथवा केन्द्रीय सरकार अथवा अन्य स्थानीय निकाय के कानून और नियम और निर्माण कार्य में लगाए गए मजदूरों के लिए समय समय पर स्वास्थ्य सुरक्षा, स्वच्छता व्यवस्था, मजदूरी कल्याण, बोनस , सेवा निवृत्ति लाभ, छुटनी/निकाला जाना क्षतिपूर्ति एवं अन्य सभी मामले जिनमें नियोक्ता की कर्मचारियों के प्रति देयता के संबंध में सभी नियम और कानून का पालन करेगा. उचित मजदूरी, कल्याण और सुरक्षा उपायों, रजिस्टर का रख-रखाव इत्यादि के संबंध में नियम और अन्य सांविधिक दायित्वों को अनुबंध के तहत ठेकेदार का दायित्व माना जाएगा.

In respect of all labour directly or indirectly employed on the works by the contractor or the sub-contractor, the contractor shall comply with the provisions of the contract labour (regulation and abolition) act 1970 minimum wages act 1948, payment of wages act 1936 and any amendments thereof and all legislation and rules of the state and or central government or other local authority, framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus retirement benefits, retrenchment/lay off, compensation and all other matters involving liabilities of employers to employees. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the contractor obligation under the contract.

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5.2 मजदूर की दुर्घटना की रिपोर्टिंग/**Reporting accident of labour:**

ठेकेदार कार्य के लिए नियुक्त किए गए सभी कर्मचारी अथवा कर्मकार की सुरक्षा के लिए जिम्मेदार होगा और उनकी दुर्घटना के सभी मामलों की रिपोर्ट नियमानुसार संबंधित प्राधिकारियों और परामर्शदाता/नियोक्ता अथवा उसके प्रतिनिधि को करेगा और दुर्घटना के पीड़ित को सभी संभावित सहायता प्रदान करेगा.

The contractor shall be responsible for the safety of all employee and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accident to and of them, however caused and whenever occurring to the authorities concerned required as per law and to the Consultant/employer or his representative and shall make every arrangement to render all possible assistance and aid to the victim of the accident.

5.3 कर्मकार क्षतिपूर्ति अधिनियम के प्रावधान/**Provision of workman's compensation act:**

ठेकेदार कार्य के लिए नियुक्त कर्मकार के संबंध में कर्मकार क्षतिपूर्ति अधिनियम 1923 अथवा ऐसा कोई नियम अथवा समय समय पर लागू नियम के प्रावधानों तहत सभी प्रकार के दावों से नियोक्ता को सुरक्षित रखेगा. कथित अधिनियम के प्रावधानों के तहत प्रत्येक मामले में अधिनियम के प्रावधानों के तहत नियोक्ता ठेकेदार द्वारा कार्य के लिए नियुक्त किए गए कर्मकार को क्षतिपूर्ति का भुगतान करने के लिए बाध्य है एवं नियोक्ता कथित अधिनियम के तहत नियोक्ता के अधिकारों के प्रति बिना किसी पूर्वाग्रह के नियोक्ता इस प्रकार से भुगतान की गई क्षतिपूर्ति राशि को अनुबंध राशि से वसूल करेगा. कानून के तहत नियोक्ता को उपलब्ध अन्य उपायों के प्रति बिना किसी पूर्वाग्रह के नियोक्ता ऐसी राशि अथवा इसका कोई भाग प्रतिभूति जमा अथवा नियोक्ता द्वारा इस अनुबंध अथवा अन्यथा से राशि कटौती करने के लिए स्वतंत्र होगा. ठेकेदार के इस आशय के लिखित अनुरोध और उसके द्वारा ऐसे दावे जिनको चुनौती देने पर नियोक्ता उत्तरदायी हो सकता है के प्रति नियोक्ता को पूरी लागत की सुरक्षा प्रदान करने के अतिरिक्त नियोक्ता कथित अधिनियम के तहत किसी भी दावे की चुनौती के लिए बाध्य नहीं होगा.

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

5.4 कर्मकार की दुर्घटना अथवा चोट/**Accident or injury of workmen:**

कार्य के लिए ठेकेदार अथवा उसके उप ठेकेदार द्वारा नियुक्त किए गए अन्य व्यक्ति की दुर्घटना और चोट के संबंध में कानून के अंतर्गत देय हर्जाना अथवा क्षतिपूर्ति के लिए नियोक्ता उत्तरदायी नहीं होगा. ठेकेदार को इस प्रकार के सभी हर्जाने और क्षतिपूर्ति और सीज़ी दावों के विसरुद्ध, मांग, कानूनी कार्रवाई की लागत, प्रभार एवं व्यय जो भी इस संबंध में हो के लिए क्षतिपूर्ति करना और नियोक्ता को सुरक्षित रखना होगा.

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

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5.5 मजदूर की आयु/Age limit of labour:

मजदूर को रोजगार देने के लिए आयु सीमा विद्यमान श्रम कानून के तहत होना चाहिए.

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

6 सामग्री परीक्षण एवं कारीगरी/MATERIAL TESTS AND WORKMANSHIP:

6.1 सामग्री, कारीगरी की गुणवत्ता एवं परीक्षण/Quality of materials, workmanship and tests:

सभी सामग्री एवं कारीगरी अनुबंध में वर्णन और परामर्शदाता अथवा उसके प्रतिनिधि के निर्देशानुसार होगी समय समय पर परामर्शदाता अथवा उसके प्रतिनिधि के निर्देशानुसार निर्माण की साइट अथवा संरचना की साइट, सभी साइट अथवा ऐसी साइट में से कोई एक पर परीक्षण के अधीन होंगी. ठेकेदार को परामर्शदाता अथवा उसके प्रतिनिधि की आवश्यकतानुसार किसी कार्य की माप,, गुणवत्ता का परीक्षण, वजन, अथवा प्रयुक्त सामग्री की मात्रा की जांच के लिए उपकरण, मशीन, मजदूर तथा सामग्री उपलब्ध कराने में सहयोग प्रदान करेगा और कार्य आरंभ होने के पूर्व सामग्री के अनुमोदन के लिए नमूनों की आपूर्ति करेगा.

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

6.2 कार्य-नमूने का निर्माण/ Construction of prototypes or samples of work:

यदि आवश्यक होगा तो ठेकेदार को परामर्शदाता के निर्देशानुसार नमूने का निर्माण करना होगा. परामर्शदाता/नियोक्ता द्वारा नमूने के अनुमोदन के पश्चात यह अंतिम निर्माण/संरचना के लिए मानक के रूप में रहेगा.

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

6.3 नमूने की लागत/Cost of samples:

ठेकेदार को सभी नमूनों की आपूर्ति अपनी लागत पर करना होगी.

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

6.4 परीक्षण की लागत/Cost of test:

विनिर्देशानुसार किसी भी प्रकार के परीक्षण की लागत ठेकेदार द्वारा वहन की जाएगी और ठेकेदार को परामर्शदाता/नियोक्ता की आवश्यकतानुसार नमूने की व्यवस्था करना होगी.

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

6.5 संचालन का निरीक्षण/Inspection of operation: परामर्शदाता/नियोक्ता अथवा उनका प्रतिनिधि अथवा उनके द्वारा प्राधिकृत कोई भी व्यक्ति किसी भी समय कार्य और साइट और सभी वर्कशॉप अथवा स्थान जहां कार्य किया जा रहा है अथवा जहां सामग्री, निर्मित वस्तुएं अथवा मशीन प्राप्त की जा रही हैं का निरीक्षण कर सकता है एवं ठेकेदार को इस प्रकार के निरीक्षण के लिए सभी सहयोग और सुविधा उपलब्ध कराना होगी.

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

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6.6 कार्य समापन के पूर्व परीक्षण/**Examination of work before covering up :**
परामर्शदाता/नियोक्ता अथवा उसके प्रतिनिधि के पूर्वानुमोदन के कोई भी कार्य का समापन नहीं किया जाएगा और ठेकेदार को परामर्शदाता/नियोक्ता अथवा उसके प्रतिनिधि को कोई भी कार्य जिसका समापन किया जाना है अथवा की माप एवं उसके उपर स्थायी निर्माण के पूर्व नींव के निरीक्षण का अवसर प्रदान करना होगा. इस प्रकार का कोई भी कार्य अथवा नींव तैयार है अथवा तैयार होने वाली है के परीक्षण हेतु ठेकेदार को को परामर्शदाता अथवा उसके प्रतिनिधि को इस आशय की सूचना देनी होगी और परामर्शदाता का प्रतिनिधि बिना किसी अनुचित विलंब के जब तक कि वह अनावश्यक नहीं मानता है, ठेकेदार को तदनुसार सूचित करेगा और इस प्रकार के कार्य की माप और परीक्षण एवं ऐसी नींव का परीक्षण करेगा. No work shall be covered up or made out of view without the approval of the Consultant/Employer or their representative and the contractor shall afford full opportunity to the Consultant or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Consultant, representative wherever any such work or foundations is or are ready or about to be ready for examination and the Consultant's representative shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

6.7 **उजागर करना और खोलना/Uncovering and making openings:**

ठेकेदार को कार्य के किसी एक भाग अथवा भागों को परामर्शदाता/नियोक्ता के कहने पर समय समय पर खोलना होगा. परामर्शदाता/नियोक्ता के आवश्यक निरीक्षण के पश्चात परामर्शदाता की संतुष्टिनुसार ठेकेदार इन भागों की पुनर्स्थापना और ठीक करेगा. यदि खंड 6.5 एवं 6.6 केक विधिवत अनुपालन तथा आवश्यकतानुसार कार्य के पश्चात कार्य का समापन किया गया है तो ऐसे भाग को उजागर करने, पुनर्स्थापना और ठीक करने का व्यय नियोक्ता द्वारा वहन किया जाएगा. किंतु, अन्य सभी मामलों में ऐसा व्यय ठेकेदार द्वारा वहन किया जाएगा एवं नियोक्ता को कानून के तहत उपलब्ध अन्य उपाय के प्रति बिना किसी पूर्वाग्रह के नियोक्ता द्वारा उसे देय अथवा देय होने वाली राशि से कटौती कर वसूला जाएगा.

The Contractor shall uncover any part or parts of the works or make openings in, or through the same as the Consultant may ask from time to time. After required inspection by the consultant/employer, the contractor shall reinstate and make good such part or parts to the satisfaction of the Consultant. If any such part have been covered up or put out of view after due compliance with the requirements of clause 6.5 & 6.6 hereof and are found to be executed in accordance with the contract, the expenses of uncovering making openings in or through, reinstating and making good, the same shall be borne by the Employer, but in any other case all such expenses shall be borne by the contractor and shall be recoverable from him by the Employer and deducted by the Employer from any moneys due or which may become due to the contractor, without prejudice to any other remedy that may be available to the Employer in law.

6.8 **अनुपयुक्त कार्य एवं सामग्री को हटाना/Removal of improper work and**

materials: परामर्शदाता/नियोक्ता अथवा उनके प्रतिनिधि को कार्य के दौरान निम्नानुसार लिखित आदेश देने की शक्ति होगी:

The Consultant/Employer or his representative shall during the progress of the works have power to order in writing from time to time.

- (a) परामर्शदाता अथवा उसके प्रतिनिधि के मत में ऐसी कोई भी सामग्री जो अनुबंध के अनुसार नहीं है को आदेश में विनिर्देशित समय में साइट से हटाने के संबंध में.

for the removal from the site within the time specified in the order of any material which in the opinion of the Consultant or his representative are not in accordance with the contract.

- (b) उचित एवं उपयुक्त सामग्री प्रतिस्थापना के संबंध में.

for the substitution of proper and suitable materials.

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- (c) परामर्शदाता अथवा उसके प्रतिनिधि के मत में कार्य में प्रयुक्त सामग्री अथवा कारीगरी अनुबंध के अनुसार न होने के कारण कार्य को हटाना एवं पुनर्निष्पादित(पूर्व परीक्षण के बावजूद अथवा इसलिए अंतरिम भुगतान हेतु) करने के संबंध में
for the removal and proper re-execution (not withstanding a previous test thereof or interim payment therefore) of a work which in respect of materials or workmanship is not in the opinion of the Consultant or his representative in accordance with the contract.

6.9 कार्य का निलंबन/Suspension of work:

नियोक्ता की आवश्यकतानुसार ठेकेदार को नियोक्ता के लिखित आदेश पर कार्य अथवा कार्य के किसी भाग को ऐसे समय अथवा समय तक के लिए निलंबित करना होगा एवं उसे ऐसे निलंबन के दौरान नियोक्ता के मत में आवश्यकतानुसार कार्य को उपयुक्त रूप से सुरक्षित रखना होगा.

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

7 कार्य पूर्ण होने का समय एवं अधिग्रहण/TIME OF COMPLETION AND TAKING OVER :

7.1 साइट एवं इसका अधिग्रहण/Site & its Possession:

अनुबंध में साइट का अधिग्रहण ठेकेदार को समय समय पर दिए गए भाग के अधिग्रहण की सीमा का निर्धारण है एवं ऐसे भाग जिस पर कार्य निष्पादित होना है अनुबंध की आवश्यकता के अधीन उपलब्ध होंगे. परामर्शदाता को आवश्यकतानुसार साइट का कब्जा ठेकेदार को देना होगा ताकि ठेकेदार ऐसे उचित प्रस्ताव के अनुसार जैसे कि वह बैंक को लिखित में दे रहा है के अनुसार निर्माण कार्यस आरंभ करे सके.

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

7.2 कार्य पूरा होने का समय/Time of completion:

कार्य निर्धारित अवधि अथवा खंड 7.3 के अनुसार विस्तारित अवधि के अंदर पूरा करना होगा.

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

7.3 कार्य पूरा करने के लिए समयावधि में विस्तार/Extension of time of Completion:

किसी भी तरह के अतिरिक्त कार्य अथवा कार्य के दायरे में परिवर्तन अथवा किसी भी अन्य प्रकार से परिस्थितियां जो ठेकेदार के कार्य पूरा करने की अवधि के विस्तार को सही ठहराती हैं, परामर्शदाता ऐसे विस्तार को निर्धारित कर ठेकेदार को लिखित में सूचित करेगा. बशर्ते परामर्शदाता अतिरिक्त कार्य अथवा विशेष परिस्थितियों पर विचार करने के लिए बाध्य नहीं होगा जब तक कि ठेकेदार द्वारा ऐसे कार्य आरंभ होने अथवा विशेष परिस्थितियां उत्पन्न होने के 28 दिन के अंदर परामर्शदाता को पूरा एवं विस्तृत विवरण जिसमें कि अवधि विस्तार की औचित्यता का उल्लेख किया गया है पस्तुत नहीं कर देता.

Should the amount of extra or additional work of any kind or changes-in scope of work or other special circumstance of any kind whatsoever which may occur, be such as fairly to Justify the contractors' request for extension of time for the completion of the works the Consultant shall determine the amount of such extension and shall intimate the contractor in writing. Provided that the Consultant is not bound to take into account any extra or additional work or other special circumstances unless the contractor has within 28 days, after such work has been

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commenced or such circumstances have arisen, submitted to the Consultant full and detailed particular of any request to the extension of time to which he may consider to be justified.

- 7.4 **हड़ताल, आग इत्यादि के कारण अवधि विस्तार/Extension of completion time due to strike, fire etc.:** यदि परामर्शदाता/नियोक्ता के मत में ठेकेदार के नियंत्रण से परे हड़ताल, आग के कारण, न टाले जा सकने वाले हादसे इत्यादि की वजह से विलंब हो रहा है तो परामर्शदाता समयावधि में विस्तार कर सकता है और उसे यह लिखित में सूचित करना होगा। ऐसे विस्तार के लिए ठेकेदार को अतिरिक्त भुगतान नहीं किया जाएगा। If in the opinion of the Consultant /Employer the progress of the work has at any-time been delayed by strikes, fire inclement unavoidable casualties etc. beyond the control of the contractor, then the time of completion of the work may be extended for such reasonable time as the Consultant may decide and this will be indicated in writing. No extra payment will be given to the contractor for such extensions.

- 7.5 **कार्य को पूरा माना जाना/Work treated as complete:**

कार्य को जब तक पूरा नहीं माना जाएगा जब तक कि

The works shall not be treated as complete until

- (a) साइट से सभी सामग्री (जो ठेकेदार द्वारा साइट पर लाई गई है) शेड इत्यादि साइट से हटा नहीं लिए जाते हैं और परामर्शदाता/नियोक्ता ठेकेदार के कार्य से संतुष्ट नहीं हो जाता है।

The site is clear from all materials (brought to site by contractor), site shed etc. and the Consultant/Employer is satisfied with the job done by the contractor.

- (b) ठेकेदार द्वारा नियोक्ता से उधार ली गई सामग्री का समामेलन विवरण प्रस्तुत नहीं किया जाता है।

The contractor has submitted the reconciliation statement regarding the material borrowed from the Employer.

- (c) नियोक्ता से लिए गए सभी उपकरण, संयंत्र ठेकेदार द्वारा वापस न कर दिए गए हों।

All equipment tools, plants etc. taken from the Employer have been returned by the contractor.

- (d) कार्य निष्पादन के लिए ठेकेदार द्वारा लिए गए पानी, बिजली आदि के सभी कनेक्शन हटा न दिए गए हों।

All power and water supply connections taken for the execution of the works have been disconnected by the contractor.

कार्य में ठेकेदार द्वारा की गई किसी भी प्रकार की क्षति को संतोषजनक रूप से सुधार नहीं दिया जाता है।

Rectification of any damage done by the contractor to the work executed has been satisfactorily done by the Contractor.

- 7.6 **कब्जा लेना/Taken Over:** सभी कार्य पूरा होने अथवा कार्य के महत्वपूर्ण भाग के पूरा होने पर ठेकेदार परामर्शदाता को सूचना देगा, जो सूचना प्राप्त होने के 15 दिन के अंदर किसी भी महत्वपूर्ण भाग के उसकी संतुष्टिनुसार पूरा होने और उसका कब्जा लेने अथवा नियोक्ता द्वारा उपयोग करने के संबंध में प्रमाण-पत्र जारी करेगा और इन्कार करने पर इसके कारण लिखित में सूचित करेगा। जब कार्य के किसी भी भाग के लिए इस आशय का प्रमाण-पत्र जारी किया जाता है ऐसे भाग को कब्जे के लिए पूरा माना जाएगा और ऐसे भाग के रख-रखाव की अवधि की गणना ऐसे भाग के कार्य पूरा होने की प्रमाणित दिनांक से की जाएगी। कार्य पूरा अथवा इसका भाग तब तक पूरा नहीं माना जाएगा जब तक कि खंड 7.5 के सभी प्रावधानों का अनुपालन नहीं हो जाता है।

After completion of works or any substantial part of the works before the completion of the whole of the works, the contractor shall notify the Consultant in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Consultant and occupied or used by the Employer or refuse to issue the same stating the reasons thereof in writing. When

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any such certificate is given in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part that is such period shall commence from the date of completion of such part of the works as certified. The works in whole or part shall not, however, be treated as completed, for the purpose of other relevant clauses hereof unless and until the provisions of Clause 7.5 hereof are fully complied with.

7.7 रख-रखाव/Maintenance: ठेकेदार द्वारा कार्य पूरा करने के तत्काल पश्चात 6 माह की अवधि के लिए होगा. ठेकेदार अथवा उसके उप ठेकेदार जिसे नियोक्ता द्वारा (खंड 2.1 एवं 2.2) के अंतर्गत अनुमोदित किया है के निर्माण अथवा त्रुटिपूर्ण सामग्री अथवा करीगरी अथवा अन्य किसी कारण से हुए दोषपूर्ण कार्य को ठेकेदार को सुधारना/पुनःनिर्माण करना होगा. यदि अनुबंध के अंतर्गत ठेकेदार को दोष पूर्ण भाग के लिए सुधार/पुनःनिर्माण करना आवश्यक है तो इस शर्त के प्रावधान इस तरह बदले/नवीनीकृत भाग पर लागू होंगे तथा इस प्रकार से परिवर्तन अथवा नवीनीकरण की दिनांक से तीन माह अथवा उपर्युक्तानुसार उल्लिखित 6 माह की अवधि जो भी बाद में हो तक लागू रहेंगे. यदि कोई भी दोष उचित समय में सुधारा नहीं जाता है तो नियोक्ता अन्य किसी एजेंसी से सुधार कराएगा एवं इस पर व्यय की गई राशि ठेकेदार को अंतिम रूप से दिए जाने वाले भुगतान में से काटी जाएगी. रख-रखाव अवधि समाप्त होने के तत्काल पश्चात नियोक्ता अंतिम प्रमाण-पत्र जारी करेगा जिसमें ठेकेदार द्वारा आपने दायित्वों को पूरा किए जाने का उल्लेख होगा.

For a period of Six months commencing immediately after completion of the work by Contractor, the contractor's liability shall be to replace the defective parts rectify/reconstruct the defective work that may develop of his own construction or those of his sub-contractors approved by the Employer (under Clause 2.1 and 2.2) arising solely from faulty material or workmanship or for any other reason. If it is necessary for the contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of six months, whichever may be later. If any defects be not remedied within a reasonable time the Employer may proceed to get the required rectification, repair done by other agencies and deduct the expense from the final payment due to the contractor. Immediately upon expiry of the maintenance period the Employer shall issue a final certificate indicating that the contractor has completed his obligation under the contract.

8. अनुबंध का समापन/TERMINATION OF CONTRACT :

8.1 अनुबंध का समापन/Termination of Contract :

यदि ठेकेदार अनुबंध छोड़ देता है अथवा तत्परता से कार्य नहीं कर रहा है अथवा किसी विशेष मद के लिए कार्य की गति धीमी है अथवा वह अनुबंध के नियम और शर्तों के अनुसार कार्य करने में असफल रहता है, अनुबंध के तहत आपने दायित्वों को पूरा करने की उपेक्षा कर रहा है, तब नियोक्ता के लिए तत्काल प्रभाव से लिखित सूचना देकर अनुबंध समाप्त करना और शेष कार्य अन्य एजेंसियों द्वारा कार्य कराना विधि सम्मत होगा. कायर्स निष्पादन के दौरान यदि ठेकेदार अवमानक कार्य किया है तो उसे लिखित में उसे हटाने और पुनः करने के लिए कहा जाएगा व इसका व्यय ठेकेदार को वहन करना होगा. यदि ठेकेदार उपर्युक्त अनुदेशों के तत्काल अनुपालन में असफल रहता है तो नियोक्ता उपर्युक्त सुधार कार्य अन्य एजेंसी अथवा एजेंसियों के माध्यम से कराएगा. इसी प्रकार यदि ठेकेदार की किसी एक विशेष मद अथवा कार्य की मदों पर गति धीमी है तो नियोक्ता को ठेकेदार की लागत और जोखिम पर अपने विभाग सहित इन मदों को अन्य एजेंसी अथवा एजेंसियों के माध्यम से कराने का अधिकार होगा.

If the contractor has abandoned the contract or has failed to proceed with the work with due diligence or the progress on any particular item is slow or he has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or flagrantly neglecting to carry out his obligation under the contract, then it shall be lawful for the Employer to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job, in case the

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contractor has done any substandard work, he shall be asked in writing to dismantle and re-do the same at his own expenses. If the contractor fails to comply with the above instructions immediately, then the Employer shall proceed with the above rectification work, through another agency or agencies. Similarly, if the contractor goes slow on any particular item or items of work, the Employer shall have the right to execute this item or items through another agency or agencies, including its own department at the cost and risk of the Contractor.

8.2 ठेकेदार को प्रभारित कराना/Back charging the contractor:

अतिरिक्त कार्य अथवा शेष कार्य पूरा करने अथवा उपर्युक्तानुसार उल्लिखित सुधार कार्य अपने विभाग सहित अन्य एजेंसी अथवा एजेंसियों के माध्यम से कराने के लिए अतिरिक्त लागत अथवा व्यय ठेकेदार के खाते को सनाम किए जाएंगे और नियोक्ता के पास कानून में उपलब्ध अन्य उपायों के प्रति बिना किसी पूर्वाग्रह के ठेकेदार को देय अथवा देय होने वाली राशि से वसूल किए जाएंगे.

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

9. परिवर्तन, वृद्धि एवं चूक/ALTERATIONS, ADDITIONS AND OMISSIONS :

9.1 परिवर्तन/ Variation :

परामर्शदाता/नियोक्ता यदि एक गुणवत्ता अथवा कार्य की सभी क्वांटिटी अथवा उसके कोई एक भाग और उस प्रयोजन के लिए, अथवा अन्य कोई कारण से अपने मतानुसार परिवर्तन करना चाहता है तो उसके पास ठेकेदार को इस आदेश देने की शक्ति होगी एवं ठेकेदार को नियोक्ता के लिए इसे कानूनन करना होगा

The Consultant/Employer shall be entitled to make any variation in one quality or in all the quantities of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do the same for Employer in law.

- (a) किसी भी कार्य के लिए अनुबंध में शामिल क्वांटिटी को बढ़ाना और घटाना
Increase or decrease the quantity of any work included in the contract.
- (b) ऐसे किसी कार्य को छोड़ना
Omit any such work.
- (c) इस प्रकार के कार्य की गुणवत्ता और प्रवृत्ति में परिवर्तन करना.
Change the character or quality of kind of any such work.
- (d) कार्य के किसी भाग का स्तर, रेखा, स्थिति एवं आयसाम में परिवर्तन करना और
Change the levels, lines, position and dimensions of any part of the works and,
- (e) कार्य पूरा करने के लिए यदि आवश्यक अतिरिक्त कार्य निष्पादित किया जाता है तो ऐसे कोई भी परिवर्तन किसी अनुबंध को आरंभ अथवा अमान्य नहीं करेगा. किंतु, यदि मूल्य कोई है तो ऐसे सभी परिवर्तनों को अनुबंध के मूल्य की गणना में लिया जाएगा.

Execute additional work of any kind necessary for the completion of the works , and no such variation shall in any way initiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

9.2 परिवर्तन के लिए आदेश लिखित में होना चाहिए/Order for variations to be in writing

नियोक्ता से लिखित में प्राप्त किये बिना एवं परामर्शदाता से लिखित में आदेश मिले बिना ठेकेदार द्वारा किसी भी प्रकार का परिवर्तन नहीं किया जायेगा, बशर्ते किसी भी वस्तु की मात्रा को बढ़ाने या घटाने के लिए लिखित आदेश की आवश्यकता नहीं होगी जहाँ इस प्रकार की वृद्धि या कमी, जो परिमात्राओं की सूची के अनुमान से वास्तविक बढ़ी या घटी परिमात्रा का परिणाम है. ऐसे मामलों में ठेकेदार को स्वीकृत यूनिट वस्तु दरों पर परामर्शदाता से प्रमाणित वास्तविक मात्रा के कार्य के लिए भुगतान किया जायेगा एवं कोई भी मुआवजा प्रदान नहीं किया जायेगा. यह भी सूचित किया जाता है कि यदि किन्हीं कारणों से परामर्शदाता ऐसा समझता है कि

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किसी आदेश को मौखिक रूप से देना उचित है तो ठेकेदार को इस प्रकार के आदेश का पालन करना होगा . लेकिन परामर्शदाता द्वारा दिए गए इस प्रकार के मौखिक आदेश की बाद में लिखित में पुष्टि होनी चाहिए, जो इस खंड के अर्थ में एक लिखित आदेश के रूप में मानी जायेगी.

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

9.3 अतिरिक्त मद /Extra Items:

यदि ठेकेदार को ऐसी किसी मद / निर्माण/संरचना कार्य के दौरान निष्पादित करने के लिए कहा गया है जिसके लिए निविदा में उनके द्वारा उसकी दरों को उद्धृत नहीं किया गया है, तो उसे ऐसे कार्य करने होंगे। इस तरह के अतिरिक्त काम के लिए दरें नियोक्ता द्वारा निम्नानुसार, वरीयता के क्रम में निर्धारित की जाएंगी।

If the contractor has been asked to execute any such item/work in course of construction/fabrication for which the tender rates have not been quoted by him, he must undertake such work. The rates for such additional work shall be determined by the employer on the following lines, in the order of preference.

- (a) निविदा में कार्य के लिए इस प्रकार की मदों के लिए उद्धृत दरों में से किसी एक से निर्धारित की जाएगी
The rates to be derived from any one of the quoted rates for similar items of work in the tender.
- (b) ऐसी मदें में शामिल मजदूरी और सामग्री के विश्लेषण और वास्तविक प्रेक्षण के आधार पर होना चाहिए. इस प्रयोजन के लिए ठेकेदार उसके द्वारा प्रस्तावित दरों का विस्तृत विश्लेषण सम्बन्धित वाउचरों के साथ वास्तुविद को प्रस्तुत करेगा. जबकि अतिरिक्त मदों का मूल्य निर्धारित करते समय ठेकेदार के बंधे व्यय, लाभ आकर प्रतिष्ठान व्यय का मिलाकर लागत का 15% भत्ता उपलब्ध कराया जायेगा

Rates based on actual observation and/or analysis of labour and materials involved in such items. For this purpose the contractor shall submit to the Architect detailed analysis of the rate proposed by the contractor supported by relevant vouchers. While fixing rates for extra items an allowance of 15% of the cost will be provided towards Contractor's overheads, profits, and establishments taken together.

9.4 मूल मदों पर छूट/अतिरिक्त/Rebate/extra over original item :

यदि निविदा की किसी विशेष मद की विशिष्टता में भिन्नता होती है, तो उद्धृत दर पर छूट / अतिरिक्त राशि आम तौर पर निम्नानुसार निर्धारित की जाएगी:

If there is a deviation in the specification of particular item of the tender, rebate/extra over the quoted rate shall be generally derived as follows:

शिड्यूल में शामिल नहीं की गई मदों लिए ऐसी मदों में शामिल मजदूरी एवं सामग्री के प्रेक्षण और विश्लेषण के आधार पर छूट/अतिरिक्त निर्धारित की जाएगी.

For items not covered in the schedule, rebate/extra shall be derived based on observation /analysis of labour and materials involved in such items.

9.5 अनौपचारिक प्रकृति की मद/Items of Ad-hoc nature:

ठेकेदार आवश्यक सामग्री लेकर अनौपचारिक प्रकृति के कार्य जो अनुबद्ध निष्पादन के दौरान उत्पन्न हुए हैं को विशेष रूप से उपलब्ध कराए गए आवश्यक उपकरणों के माध्यम से करेगा. कार्य की वास्तविक

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परिमात्रा का प्रमाणीकरण एवं निपटान परामर्शदाता द्वारा किया जाएगा और इसके भुगतान का आधार वास्तविक लागत के साथ बंधे हुए व्यय, लाभ एवं प्रतिस्थापना की लागत का 15 प्रतिशत को जोड़कर होगा। The contractor shall procure necessary materials and carry out miscellaneous work of ad-hoc nature specifically provided with necessary tools and tackles as may arise during execution of the contract. The actual quantum of work shall be certified and settled by the Consultant and payment for the same shall be fixed on the basis of actual cost plus overheads, profits and establishments taken at 15% of the cost.

9.6 दावे/Claims:

ठेकेदार परामर्शदाता के आदेश पर किए गए अतिरिक्त कार्य के लिए अतिरिक्त व्यय का दावा, जिसके लिए वह स्वयं को हकदार मानता है के लिए परामर्शदाता/नियोक्ता के प्रतिनिधि को विश्लेषण सहित विस्तृत विवरण, ऐसे कार्य के पूरा होने के एक माह के अंदर प्रस्तुत करेगा, ऐसे कार्य जो इस विवरण में शामिल नहीं किए गए हैं के भुगतान के लिए दावे पर विचार नहीं किया जाएगा। ठेकेदार इस शर्त के अनुपालन में विफल रहने के बावजूद भी परामर्शदाता/नियोक्ता इस प्रकार द्वारा किए गए कार्य के भुगतान अधिकृत करने का हकदार होगा, यदि ठेकेदार ने व्यवहारिक अवसर पर परामर्शदाता/नियोक्ता को ऐसे कार्य के लिए वह दावा करना चाहता है की सूचना लिखित में दी है। The contractor shall send to the Consultant's/Employer's representative an account, giving full and detailed particulars with proper analysis, of all claims for any additional expenses to which the contractor may consider himself is entitled and of all extra work ordered by the Consultant, which he has executed, within one month of execution of such work, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided a ways that the Consultant/Employer shall be entitled to authorize payment to be made for any such work notwithstanding the contractors' failure to comply with this condition, if the contractor has at the earliest practicable opportunity notified the Consultant/Employer in writing that he intends to make a claim for such work.

10. माप/MEASUREMENTS :

10.1 क्वांटिटी/Quantities :

क्वांटिटी के शिड्यूल में दर्शाई गई क्वांटिटी अनुमानित क्वांटिटी है। अनुबंध के अंतर्गत दायित्वों को पूरा करने के लिए कार्य निष्पादन के लिए इन्हें सही एवं वास्तविक क्वांटिटी के रूप में न लिया जाए।

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

कार्य जिसे मापा जाना है/Works to be measured: परामर्शदाता यदि अन्यथा न कहा गया हो को छोड़कर, अनुबंध के संदर्भ में मूल्य निर्धारित करेगा। जब उसे कायर्स के किसी भी भाग या कार्यों के कुछ भागों को मापने की आवश्यकता होगी तो वह ठेकेदार के अधिकृत प्रतिनिधि को नोटिस देगा, जो तत्काल उपस्थित हो अथवा परामर्शदाता अथवा उनके प्रतिनिधि को इस तरह के माप में सहायता करने के लिए एक योग्य एजेंट भेजप्रेगा और उनमें से किसी को भी आवश्यक सभी विवरण प्रस्तुत करेगा। यदि ठेकेदार इसकार्य के लिए उपस्थित नहीं होता है अथवा एजेंट को नहीं भेजता है तो परामर्शदाता द्वारा ली गई अथवा अनुमोदित माप कार्य की अनुबंध माप माना जाएगा। यदि ठेकेदार इस तरह के अभिलेखों और ड्राइंग के परीक्षण और सहमत होने में भाग नहीं लेता है, तो वे सही माने जाएंगे। जब तक कि ठेकेदार इस तरह की परीक्षा के चौदह दिनों के भीतर नहीं हों परामर्शदाता के निर्णय के लिए परामर्शदाता के प्रतिनिधि, उन मामलों के लिए लिखित रूप में नोटिस, जिसमें ऐसे रिकॉर्ड और ड्राइंग जिसे वह गलत होने का दावा करता है।

The Consultant shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Consultant or his representative in making such measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to such agent, then the measurement made by the Consultant or approved by him, shall be taken to

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be the contract measurement of the work. If the contractor does not so attend to examine and agree such records and drawings they shall be taken to be correct. If, after examination of such records and drawings, the contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the contractor shall, within fourteen days of such examination, lodge with the Consultant's representative for decision by the Consultant, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

10.2 माप का तरीका/Method of measurement:

कार्य की माप किसी भी सामान्य अथवा स्थानीय प्रथा होने के बावजूद आईएस -1200 (सभी भागों) के अनुसार, जब तक कि अनुबंध में अन्यथा विशेष रूप वर्णन अथवा निर्दिष्ट न किया गया हो.

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

11. विवाद का निपटान/SETTLEMENT OF DISPUTES :

11.1 मामलों का निपटान/ Matter to be settled :

किसी भी प्रकार के सभी विवाद एवं मतांतर जो भी हों और इस अनुबंध के संदर्भ में या तो कार्य की प्रगति के दौरान अथवा इसके पूर्ण होने पर उत्पन्न हुए हैं ठेकेदार को इसे परामर्शदाता को उचित समय संदर्भित करना होगा, और परामर्शदाता को उनकी प्रस्तुति के पश्चात उचित समय में नियोक्ता से मश्विरा कर निर्णय लिखित में देना होगा. किसी भी मामले के संबंध में निर्णय, दिशानिर्देश, स्पष्टीकरण, माप, ड्राइंग और प्रमाणपत्र, जिनके लिए विशेष रूप से नियोक्ता द्वारा या नियोक्ता द्वारा दिये गये अथवा वास्तविद द्वारा की गई अन्य विशेष स्थितियों के लिए विशेष रूप से प्रदान किया गया है, जिसे बाद में संदर्भित मामलों के रूप में संदर्भित किया जाता है ठेकेदार पर अंतिम और बाध्यकारी होगा और किसी भी औपचारिकता को पूरी न करने, किसी भी चूक विलंब या किसी भी अन्य आधार पर मान्य नहीं होगा एवं इसके लिए कोई अपील नहीं की जा सकेगी.

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion shall be referred by the contractor to the Consultants, and the Consultant shall within a reasonable time after their presentation make and notify decisions thereon in writing after consulting the Employer. The decisions, directions, clarifications, measurements, drawings and certificates with respect to any matter the decision for which is specially provided for by these or other special conditions to be given and made by the employer or by the architect on behalf of the Employer are matters which are referred to hereinafter as excepted matters and shall be final and binding upon the contractor and shall not be set aside on account of non-observance of any formality, any omission delay or error in proceeding in or about the same or on any other ground or for any reason and shall be without Appeal.

11.2 समय सीमा/Time limit:

पक्षों के बीच किसी भी विवाद या मतांतर, अनुबंध के तहत निर्माण अथवा संचालन, अथवा विवाद में अधिकार एवं देयता के संदर्भ में अथवा किसी भी तरह के मतांतर अथवा नियोक्ता द्वारा रोका गया ऐसा प्रमाण पत्र जिसके लिए ठेकेदार अपना हक मानता है अथवा नियोक्ता उचित समय में निर्णय देने में असफल रहता है लेकिन उपरोक्त खंड में निर्दिष्ट किसी भी अन्य मामले को छोड़कर विवादित मामलों पर अपने अंतिम दावे को पेश करने के 90 दिनों के बाद ठेकेदार, लिखित रूप में मांग कर सकते हैं कि विवाद या अंतर मध्यस्थता के लिए निर्दिष्ट किया जा सकता है. मध्यस्थता की इस तरह की मांग उन मामलों को निर्दिष्ट करेगी जो प्रश्न, विवाद या मतांतर में हैं और केवल ऐसे विवाद या अंतर को छोड़कर अन्य मामलों को छोड़कर मांग की गई है और किसी अन्य विवाद या अंतर को किसी दोनों पक्षों की और सहमति भारतीय मध्यस्थता अधिनियम 1940 के प्रावधानों के नामित एक अधिकारी की मध्यस्थता के लिए संदर्भित नहीं किया जाएगा. ऐसी मध्यस्थता पर, फिलहाल प्रभावी अथवा इसके स्थान पर विधायिका द्वारा पारित कोई अन्य अधिनियम अथवा संशोधन लागू होंगे.

In the event of any dispute or difference between the parties here to as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question dispute or difference on any account or as to the withholding by the Employer of any certificate to which the contractor may claim to be entitled to or if the Employer fails to make a decision

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within a reasonable time, then and in any such case, but except in any of the excepted matters referred to in the above clause, the contractor after 90 days of his presenting his final claim on the disputed matters, may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or difference and only such dispute or difference other than excepted Matters of which the demand has been made and no other dispute or difference shall be referred to the arbitration of an officer to be nominated by the consent of both the parties and the provisions of the Indian Arbitration Act 1940, for the time being in force or of any other Act of the Legislature passed in substitution thereof or modification thereof and the time being in force shall apply to such arbitration

11.3 Arbitration:

ठेकेदार, नियोक्ता अथवा परामर्शदाता की लिखित सहमति को छोड़कर किसी भी तरह से इस तरह के किसी भी मामले, प्रश्न या विवाद को विवाचन को संदर्भित करने की वजह से करने में देरी नहीं करेगा, बल्कि विवाचन का निर्णय आने तक समुचित सावधानी से कार्य करेगा और वास्तुविद के निर्णय का पालन करेगा. और मध्यस्थ का कोई भी निर्णय वास्तविक कार्य के संबंध में परामर्शदाता के निर्देशों का कड़ाई से पालन करने के लिए अपने दायित्व के विरुद्ध ठेकेदार को राहत देगा जब तक कि ऐसे निर्णय से विशेष रूप से प्रभावित न हो.

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

12. सूचनाएं/NOTICES :

12.1 1 ठेकेदार को सूचना देना /Service of notice on contractor:

अनुबंध की शर्तों के अधीन नियोक्ता अथवा सलाहकार द्वारा ठेकेदार को दिए जाने वाले सभी प्रमाणपत्र ,नोटिस अथवा लिखित आदेश पंजीकृत डाक से भेजे जाएंगे अथवा इसे ठेकेदार के कार्य - स्थान पर या इस उद्देश्य के लिए ठेकेदार द्वारा दिए गए अन्य पते पर सुपुर्द किए जाएंगे

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

12.2 नियोक्ता को सूचना देना / Service of notice on Employer:

अनुबंध की शर्तों के अधीन नियोक्ता को दी जाने वाली सभी नोटिस को डाक द्वारा भेजकर अथवा या नियोक्ता के पते पर सुपुर्द किए जाएंगे

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

13. विशेष अनुदेश/SPECIAL INSTRUCTIONS :

13.1 कार्य आरंभ करना/ Start of work:

अथवा भाग प्रतिस्थापन जब बिल्टिंग के लिए तैयार है तब कार्य आरंभ किया जाएगा

The work shall be carried out, when the building or parts are ready for installation.

13.2 कार्य आरंभ किया जाएगा. /Quality & standard :

काम भारतीय इलेक्ट्रिसिटी नियम एवं प्रणाली मानक कोड तथा अन्य संबंधित विनिर्देशों के अनुसार किया जाना होगा. कारीगरी प्रभारी इंजीनियर/परामर्शदाता की संतुष्टिनुसार करनी होगी. कार्य/मदों को प्रथमिकता नियोक्ता/साइट की स्थिति के अनुसार देना होगी.

The work is to be carried out as per the Indian Electricity Rules & Standard code of practice & other relevant specifications. Workmanship shall be to the satisfaction of the Engineer-in-

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charge/Consultants. Preference to the work/items shall be given as per requirement of employer & site situations.

13.3 अनुमोदन/Approval:

इंस्टॉलेशन को विद्युत निरीक्षक / सी.एस.ई.बी. अथवा अन्य कोई स्थानीय प्राधिकारी से अनुमोदित कराना होगा, यदि आवश्यक हो और इस प्रकार के अनुमोदन ठेकेदार द्वारा व्यवस्थित किए जाने होंगे. किसी भी परिवर्तन, उनके द्वारा दिए गए सुझाव ठेकेदार को अपनी लागत पर करना होगा

The installation shall have to be approved by Electrical Inspector/C.S.E.B. & or any other local authorities, if required & such approval shall have to be arranged by Contractor. Any alterations, additions suggested by them shall have to be incorporated by the Contractor at his cost.

13.4 कार्य स्थानापन्न /Replacement of work:

यदि किसी भी भाग या संपूर्ण काम या किसी भी वस्तु को प्रभारी इंजीनियर / परामर्शदाता की पूरी संतुष्टि पर निष्पादित नहीं किया गया है तो प्रभारी इंजीनियर / परामर्शदाता द्वारा आदेश दिए जाने पर ठेकेदार को बिना किसी अतिरिक्त लागत के कार्य को हटाना एवं पुनः करना होगा.

If any part or whole of the work or any item is not executed to the entire satisfaction of the Engineer-in-charge/Consultant. The Contractor shall have to demolish & do the same work again without any extra cost if so ordered by the Engineer-in-charge/ Consultant.

13.5 मरम्मत और रखरखाव /Repairs & fitness: किसी भी कार्य के पूरा होने पर स्थान ठेकेदार द्वारा साफ किया जाए .केबल डालने के लिए तोड़ी गई दीवार ,स्लेब ,सड़क इत्यादि एवं उन्हें पुनः मूल रूप में लाने का कार्यस ठेकेदार को दक्ष कर्मचारियों से कराना होगा .

The place after any work is completed should be cleaned by the contractor. Breaking of walls, slabs, roads etc. necessary for laying cables, conduits drawing of cables/wires etc. & making them good to original position will have to be done by the contractor through skilled workers.

13.6 ड्राइंग का पूरा किया जाना /Completion drawings:

कार्य पूरा होने पर ठेकेदार आंतरिक एवं बाह्य विद्युतीकरण की इंसुलेशन अर्थ परीक्षण रिपोर्ट के साथ तीन प्रति में सर्किट आरेख / चित्र, पूर्ण योजना जिसमें लाइन दिख रही है, निःशुल्क प्रदान करेगा. इन्हें ठेकेदार अच्छी स्थिति में उसके अंतिम बिल के निर्णय के पूर्व प्रभारी इंजीनियर/वास्तुविद को सौंपेगा. On the completion of the work the Contractor shall supply free of charges, completion plan showing line/circuit diagram in triplicate along with insulation earth test report of the Internal & External electrification. These shall be handed over to the Engineer-in-charge/Architect in good condition by the Contractor before the finalization of his final bill.

14 परीक्षण एवं कमीशनिंग/TESTING & COMMISSIONING :

लाइटिंग / बिजली के इंस्टॉलेशन को चालू करने से पहले, ठेकेदार को प्रभारी इंजीनियर अथवा प्राधिकृत प्रतिनिधि की उपस्थिति में निम्नानुसार करना होगा. परीक्षण करने के लिए आवश्यक सभी परीक्षण उपकरणों की व्यवस्था ठेकेदार को करना होगी. परीक्षण के लिए अतिरिक्त कुछ भी देय नहीं होगा. Before the lighting/power installation is made alive, the Contractor shall carry out tests enumerated below in presence or Engineer- in charge or his authorized representative. All testing equipment Necessary to carry out the tests shall be arranged by Contractor. Nothing extra shall be payable for Testing.

14.1 स्थान पर लैंप रखे बिना प्रत्येक सर्किट का इन्सुलेशन प्रतिरोध माप पृथ्वी के 5 मेगा ohms से कम नहीं होना चाहिए. Measure Insulation resistance of each circuit without placing lamps in place & it should not be less than 5 mega ohms to earth.

14.2 सक्रिय करने से पहले, फेज़ से फेज़ तक एवं फेज़ से जमीन तक केबल का इन्सुलेशन प्रतिरोध, फेज़ से फेज़ तक एवं फेज़ से जमीन तक लाइटिंग पैनल पर बस बार इन्सुलेशन प्रतिरोध .- पैनल को सक्रिय करने से पहले जो नवीनतम आईएस हो मापा जाएगा. Before energizing, measure insulation resistance of the cable form phase to phase & that from phase to ground, Insulation, resistance of the bus bars at the

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lighting panel from phase to phase from phase to ground shall be measured-before energizing the panel & should comply latest IS.

14.3 जुड़नार सहित सभी सर्किट एवं सभी स्विच बोर्ड को भी चालू कर सभी फेज़ के लिए विद्युत प्रवाह एवं वोल्टेज लाइटिंग पैनल बस बार पर मापना होगा Current & voltage of all phase shall be measured at the lighting panel bus bars with all circuits on with fixture & also in all switch board.

14.4 सभी सॉकेट आउटलेट्स के लिए भूमि निरंतरता की जांच करें. सॉकेट के अंदर सॉकेट के लिए फेज़ आकर न्यूट्रल की सापेक्ष स्थिति निर्धारित करना होगी. Check the earth continuity for all sockets outlets. A fixed relative position of the phase & neutral connection inside the socket shall be established for sockets.

14.5 5 मानक अर्थ परीक्षण के माध्यम से अर्थ प्रतिरोध के लिए पृथ्वी इलेक्ट्रोड का परीक्षण किया जाएगा. अर्थिंग प्रणाली और पृथ्वी के सामान्य द्रव्यमान के बीच प्रतिरोध 1 ओम से अधिक नहीं होगा The earth electrodes shall be tested for earth resistance by means of standard earth test. The resistance between the earthing system & the general mass of earth shall not be greater than 1 ohm.

14.6 विस्तारित जोड़ों के परगमन के लिए लचीले पाइप के साथ नलिका उपलब्ध कराई जाए जो 250 मिमी से ज्यादा की न हो. वाहिका के दोनों सिरों पर युग्मक उपलब्ध कराने होंगे एवं अर्थ के तार को युग्मक के अर्थिंग टर्मिनल से जोड़ना होगा. While crossing the expansion joints, conduits shall be provided with flexible pipe which shall not be more than 250 mm, at both the ends of conduit proper flexible couplings shall be provided & earth wire shall be properly connected to earthing terminal of coupling.

14.7 निविदाकर्ता को केवल साइट निरीक्षण के बाद अपनी दरों का उद्धरण करना होगा। तारों के फैलाव, स्ट्रीट लाइट के खम्भों के गड्ढे, अर्थ के गड्ढे इत्यादि अथवा अन्य स्थान जहां ठेकेदार को कड़ी सतह को खोदना है, उसे यह केवल उद्धृत दरों पर ही करना होगा. ऐसी खुदाई के लिए कोई ब्लास्टिंग की अनुमति नहीं दी जाएगी। The tenderer should quote their rates after site visit only. In case for cable trench, street light pole pit, earthing pit etc. or any place where Contractor has to dig the earth in hard strata or rock he has to do so at quoted rates only. No blasting shall be allowed for such digging.

14.8 नलीदार स्ट्रीट लाइट के खंभे की अर्थिंग के लिए अर्थ स्पिरिट का प्रयोग किया जाए. मानक विनिर्देश के अनुसार 8 एस उब्ल्यूजी जी आई वायर होना चाहिए. For earthing of street light tubular pole earth spirit shall be used. Out of 8 SWG GI wire as per standard specification.

SPECIFICATIONS

General

A: MATERIALS

Materials shall be of the best-approved quality obtainable / available and they shall comply to the respective Bureau of Indian Standard Specifications.

Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with Bank

In case of non-availability of materials in metric sizes, the nearest higher size in FPS units shall be provided with the prior approval of Bank for which neither extra will be paid nor shall any rebate be recovered.

If directed, materials shall be tested in any approved Testing Laboratory and the Test certificate in original shall be submitted to Bank and the entire charges of testing including charges for repeated tests if ordered shall be borne by the Tenderer.

It shall be obligatory for the tenderer to furnish Certificate, if demanded by Bank from the manufacturer or the material supplier that, the work has been carried out using their material and as per their recommendation.

All materials supplied by or through Bank OR other specialized firms if any, shall be properly stored and the tenderer shall be responsible for its safe custody until they are required on the works/until the completion of work.

Unless otherwise shown on the drawings or mentioned in the Schedule of Quantities or Specification the quality of materials, workmanship, dimensions etc., shall be as specified here-in-under.

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All equipment and facilities for carrying out field tests on materials shall be provided by the tenderer without any extra cost.

S.1. WOOD

- A. **Teak wood means** : Superior quality, Dandeli, Bellarsha, Chandrapur, Ghana, Malabar Teak seasoned, uniform colour, straight grain and shall be free from large, loose, dead knots, cracks, warps, twists, bends, borer holes, shakes, sap wood or any other defect. No individual knot shall be more than 1 cm in dia. The annual growth rings shall be 6 Nos. per 2.5 cm. The moisture content shall not exceed 12%.
- B. **White Cedar means:** First class well-seasoned Indian White cedar wood uniform in color, straight grains, without any knots. It shall be free from large loose dead knots, cracks, shakes, warps, twists, bends, sapwood or defects of any kind. No individual hard and sound knot shall be more than 2.5 cm. in diameter and aggregate area of all knots shall not exceed 1% of the area of the piece. There shall not be less than 6 growth rings per 2.5 cm width. The moisture content does not exceed 12%.
- C. The wood should be seasoned as per BIS 1141- 1958 or its latest edition.

D. TIMBER:

The moisture content does not exceed the following limits:

Timber for frames : 14%

ii) Timber for planking shutters: 12%

In measuring cross sectional dimensions of the Frame pieces tolerances up to 1.5 mm shall be followed for each planed surface.

E. FIRST CLASS INDIAN TEAKWOOD:

First class Indian Teakwood means best quality Burma Teakwood and well-seasoned. It shall be of uniform colour, **straight grains** and shall be free from large loose dead knots, cracks, shakes, warps, twists, bends, sapwood or defects of any kind. No individual hard and sound knot shall be more than 2.5 cm. in diameter and aggregate area of all knots shall not exceed 1% of the area of the piece. There shall not be less than 2-3 growth rings per 2.5 cm width.

S.2. PLYWOOD:

Strictly in accordance with IS 303: 1989

- i) Grades: Plywood for general purposes shall be of the following two grades, depending upon the bond strength developed by the adhesive used for bonding the veneers:

Boiling water resistant or BWR Grade and

Moisture resistant of MR Grade

These shall be manufactured in accordance with relevant IS codes i.e., IS 303: 1989. The grades shall conform to the general requirements given as per relevant IS codes i.e. IS 303: 1989 (Third Revision)

Plywood for general purposes shall be classified into three types, namely, AA, AB and BB based on the quality of the two surfaces, namely, A and B in terms of general permissible defects. The type of plywood shall, therefore, be designated by the kind of surfaces of the panels. The better-quality surface shall be called 'face', and the opposite side shall be called 'back'. If the face and the back are of the same quality, they are not distinguished. This type of plywood shall denote first the quality of face followed by the quality of back. For example, Type AA shall have both surfaces of quality of A. Type AB shall have face of quality A and the back of quality B and Type BB shall have both the surfaces of quality B.

The quality requirement of each of the surfaces mentioned should be as per IS 303: 1989, However, the maximum number of categories of defects, permitted on any one surface of the panel shall be restricted in accordance with the requirements.

MATERIALS:

Timber: Any species of timber may be used for plywood manufacture as per IS 303: 1989 (Third Revision).

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Adhesive: The adhesive used for bonding the veneers in different grades of plywood shall be the corresponding type of adhesive as specified in IS 848: 1974.

Extenders conforming to IS 1508: 1972 may be used with the synthetic resin adhesive (aminoresins). However, synthetic resin adhesives (aminoresin) when extended by more than 25 percent shall contain suitable preservative, chemicals in sufficient concentration to satisfy the mycological test.

MANUFACTURE:

The veneers for all the grades shall be either rotary cut or sliced. The veneers shall be sufficiently smooth to permit an even spread of adhesive. Treatment as specified below shall be given to the plywood either at the veneer stage or after converting the veneers into boards.

Treatment:

Veneers from non-durable species and sapwood of all species when used for plywood manufacture shall be soaked in 1.25 percent solution of boric acid or 1.9 percent solution of borax at a temperature of 85-90 degree centigrade for a period of 10-40 minutes depending upon the thickness of the veneers or the veneers may be dipped in 2 percent solution of boric acid or 3 percent borax solution for 2 minutes and block stacked at least for two hours. Alternatively, the veneers may be soaked at an ambient temperature in a mixture of 0.5 percent solution.

For BWR grade of plywood bonded with synthetic resin adhesive, the preservative may be given conveniently after boards come out of the press, while still hot or the treatment given to the veneers before bonding.

For BWR grade, fixed type of preservative may be used according to relevant IS code i.e. IS 5539 : 1966.

Assembly :

The thickness of all veneers shall be uniform within a tolerance of ± 5 percent. Corresponding veneers on either side of the central ply and those of face and back veneers shall be of species having similar physical and mechanical properties, such as, density, modulus of elasticity, shrinkage, etc. to ensure balanced construction.

Joints in Veneers:

Veneers that require to be joined to form a ply shall be spliced (edge jointed) before assembly. All joints shall be cut square. They may be taped on the face of the outer veneers in which case the tape shall be removed at a later stage, and metal clips or staples, if used, shall be removed. Perforated tapes may be used on the glue side of the veneers. In assembly, joints in veneers running in the same direction shall be staggered. End joints and butt joints shall not be permitted for any of the surfaces.

Grain Directions

Unless otherwise specified, and except in boards comprising an even number of plies, the direction of grain of the veneer in adjacent plies shall be at right angles to each other, and that of the outer plies shall run parallel to the longer side of the board. In boards comprising even number of plies, the grain of the centre pair shall follow the same direction. In adjacent plies, the grain should be at right angles to each other. However, a deviation not exceeding 10 degree may be permitted. In all cases, the grain on both faces of the assembly boards shall run in the same direction.

Scarf Joints:

When sizes larger than the available press sizes are required, scarf joints through the thickness of the board are permitted. All scarf joints shall be bonded with the same or a better adhesive than the one used for the manufacture of plywood, and shall be made with an inclination not greater than 1 in 12.

Permissible Defects:

Gaps in cores and cross-bands may be permitted except for 3 ply plywood provided the width of the gap does not exceed 1 mm in case of and 2 mm in case of plywood of more than 5 ply and provided such gaps, if more than one, shall be spaced not less than 80 mm away from each other and are staggered not less than 50 mm away as between ply, the next ply having the same grain direction.

Splits in cores and cross-bands may be permitted to an extent of 2 per core or cross band.

Overlap shall not be permitted.

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DIMENSIONS AND TOLERANCES:

The dimensions of plywood boards shall be as given in IS 12049 : 1987.

Thickness: Unless otherwise specified, thickness of plywood boards shall be as specified in Table. The thickness shall be measured up to one place of decimal.

Tolerances:

The following tolerances on the nominal sizes of finished boards shall be permissible:

| | <u>Dimension</u> | <u>Tolerance</u> |
|----|-------------------|------------------|
| a) | Length | + 6mm 0mm |
| b) | Width | + 3mm 0mm |
| c) | Thickness | |
| | 1) Less than 6 mm | +/- 10% |
| | 2) 6 mm and above | +/- 5% |
| d) | Squareness | 0.2% |
| e) | Edge straightness | 0.2% |

Thickness of Plywood Boards as per IS 303 : 1989 (Third Revision)

WORKMANSHIP AND FINISH :

The plywood boards shall be of uniform thickness within the tolerance limits as per IS 303: 1989 (Third Revision).

The faces of plywood boards shall be reasonably smooth and face veneers shall be of reasonably uniform thickness. Slight sanding may be given to rough boards in order to make them reasonably smooth. The squareness and edge straightness of the board when measured according to the procedure given as per IS 303: 1989 (Third Revision).

S.3. BUILDERS HARDWARE

All hardware fittings and fixtures shall be made with structural properties to sustain safety and withstand strains and stresses to which they are normally subjected to such as opening and closing, wind pressure etc. The fittings shall generally confirm to relevant specifications.

They shall be made true, clear, straight with sharply defined profiles and unless otherwise shown or specified with true smooth surfaces and edges, free from defects.

The metal shall be treated with finish as specified in the schedule of quantities.

S.4 GLASS

Glass shall be of specified thickness Indian plain glass of approved manufacturer without any waves, air holes etc.

S.5. BUTT HINGES

Hinges should be of any manufacturers with 14 gauge Brass body with stainless steel rod to be fitted with the shutter etc. with G.I. standard screws.

Brass hinges shall be manufactured by casting, unless it is specifically mentioned that the same shall be extruded type in which case these shall be manufactured from extruded sections. The size of butt hinges shall be taken as length of the hinge. The central pins/rod should be of stainless steel only.

S.6. TOWER BOLT

Tower bolts to be of anodized Aluminum powder coated heavy duty and are to be fitted with the shutter with powder coated screws and to be of M/s Jyothi make or equivalent.

S.7. LOCK

Cupboard lock should be M/s Godrej make.

Door lock should be cylindrical of M/s Godrej / YELE make with approved handles. The same lock as existing, wherever specified should be used.

S.8. PAINTING

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SCOPE OF WORK : The work covered under these specifications consists furnishing the various types of paints and also the workmanship for these items, in strict compliance with these specifications, which are given in detail hereinafter with the item of schedule of quantities.

MATERIALS : Paints, oils, varnishes etc. of approved brand and manufacture shall be used. Ready mixed paints as received from the manufacture without any admixture shall be used.

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

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

COMMENCING WORK : Painting shall not be started until and unless the Engineer-in-charge has inspected the items of work to be painted, satisfied himself about their proper quality and given his approval to commence the painting work.

Painting, except the priming coat, shall generally be taken in hand after all other builder's work is practically finished.

The rooms should be thoroughly swept out and the entire building cleaned up, at least one day in advance before the paintwork is started.

PREPARATION OF SURFACE : The surface shall be thoroughly cleaned and dusted. All dirt, rust, scales, smoke and grease shall be thoroughly removed before painting is started. The prepared surface shall have received the approval of the Engineer-in-charge after inspection, before painting is commenced.

APPLICATION : Before pouring into smaller containers for use, the paint shall be stirred thoroughly in its containers. When applying also, the paint shall be continuously stirred in the smaller containers so that consistency is kept uniform.

The painting shall be laid on evenly and smoothly by means of crossing and laying off, the latter in the direction of the grain of wood. The crossing laying off, consists of covering the area with paint, brushing the surface hard for the first time and then brushing alternately in opposite directions two or three times and then finally brushing lightly in direction at right angles to the same. In this process, no brush marks shall be left after the laying off is finished. The full process of crossing and laying off, will constitute one coat.

Where so stipulated, the painting shall be done with spray, spray machine used may be (a) a high pressure (small air aperture) type of (b) a low pressure (large air gap) type, depending on the nature and location of work to be carried out. Skilled and experienced workmen shall be employed for this class of work. Paints used shall be brought to the requisite consistency by adding a suitable thinner.

Spraying should be done only when dry condition prevails.

Each coat shall be allowed to dry out thoroughly and rubbed smooth before the next coat is applied. This should be facilitated by thorough ventilation.

Each coat except the last coat, shall be lightly rubbed down with sand paper or fine pumice stone and cleaned of dust before the next coat is laid.

No left over paint shall be put back into the stock tins, when not in use, containers shall be kept properly closed.

No hair marks from the brush or clogging of paint puddles in the corners of panels, angles of mouldings etc. shall be left on the work.

In painting doors and windows, the putty round the glass panes must also be painted, but care must be taken to see that no paint stains etc. are left on the glass. Tops of shutters and surfaces in similar hidden locations shall not be left out while painting. Perspect covers of electrical switch boxes have to be painted from inside by removing them. Care shall be taken while removing them in position after

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painting with respective approved paints. In painting steel work, special care shall be taken while painting over bolts, nuts, rivets, overlaps etc.

The additional specifications for primer and other coats of paints shall be as accordance to the detailed specifications under the respective headings of IS codes.

BRUSHES AND CONTAINERS : After work, the brushes shall be completely cleaned of paint and linseed oil by rinsing with turpentine. A brush in which paint has dried up is ruined and shall on no account be used for painting work. The containers, when not in use, shall be closed, kept air tight and shall be kept at a place free from dust. When the paint has been used, the containers shall be washed with turpentine and wiped dry with soft clean cloth, so that they are clean, and can be used again.

MEASUREMENTS :

Painting, unless otherwise stated shall be measured by area in Sq.m. length and breadth shall be measured correct up to two places of decimal of a meter.

No deductions shall be made for opening not exceeding 0.05 Sq.m. and no addition shall be made for painting to the beading, mounding edges, jambs, soffits, sill's architraves, etc. of such small openings.

In measuring painting, varnishing, oiling etc. of joining and steel work etc. the co-efficient as in the following table shall be used to obtain the areas payable. The co-efficient shall be applied to the areas measured flat and not girthed in all cases.

In case of painting of door shutter with push plate in plastic/ laminate, deduction will be made for area of such laminates.

Table of Co-efficient to be applied over areas of different surfaces to get equivalent plain areas

| Sr. No. | Description of work | Multiplying Co-efficients | Remarks |
|---------|---|----------------------------------|---------|
| | <u>WOOD WORK – DOORS, WINDOWS ETC.</u> | | |
| 1. | Pannelled or framed and braced doors, windows etc. | } 1 1/8 (for or 1.125 each side) | |
| 2. | Ledged and battened or ledged, battened and braced, doors, windows etc. | | |
| 3. | Flush doors etc. | } | |
| 4. | Part panelled and part glazed or gauzed doors, windows etc. | } 1 (for each side) | |
| 5. | Fully glazed or gazed doors, windows etc. | ½ (for each or 0.50 side) | |
| 6. | Fully venetioned or louvered doors, windows etc. | 1 ½ (for each or 1.50 side) | |
| 7. | Trellis (or Jaffri) work one way or two way. | 2 (for painting all over) | |
| 8. | Carved or enriched work | 2 (for each side) | |
| 9. | Weather boarding | 1 1/8 (for each or 1.125 side) | |
| 10. | Wood shingle roofing | 1 1/8 (for each or 1.125 side) | |
| 11. | Boarding with cover fillets and match boarding | 11/20 (for each or 0.55 side) | |
| 12. | Tile and slate battening | ¾ (for painting or 0.75 overall) | |
| | | | |
| | <u>STEEL WORK – DOORS, WINDOWS ETC.</u> | | |
| 13. | Plain sheeted steel doors or windows | 1 1/8 (for each or 1.125 side) | |
| 14. | Fully glazed or gauzed steel doors steel | ½ (for each side) or 0.50 | |

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|-----|---|-------------------------------------|--|
| | doors & windows | | |
| 15. | Part panelled and part glazed or gauzed doors and windows | 1 (for each side) | |
| 16. | Corrugate sheeted steel doors or windows. | 1 ¼ (for each side) or 1.25 | |
| 17. | Collapsible gates | 1 ½ (for painting or 1.50 all over) | |
| 18. | Rolling shutters of inter locked laths | 1 ¼ (for each side) or 1.25 | |
| | GENERAL WORK: | | |
| 19. | Expanded metal, hard drawn steel wire fabric of approved quality grill work and gratings in Guard Bars, balustrades, railings & partitions. | 1 (for painting all over) | |
| 20. | Open palisade fencing and gates including standards, braces, rails stay etc. in timber or steel. Note: The height shall be taken from the bottom of the lowest rail, if the palisades do not go below it (or from the lower end of palisades, if they project below the lowest rail) upto the top of palisades but not upto the top of standards, if they are higher than the palisades. | 1 (for painting all over) | |
| 21. | Corrugated iron sheeting in roofs, side cladding etc. | 1.14 (for each side) | |
| 22. | A.C. corrugated sheeting in roofs, side cladding etc. | 1.20 (for each side) | |
| 23. | A.C. semi-corrugated sheeting in roofs, side cladding etc. or Nainital pattern using plain sheets. | 1.10 (for each side) | |
| 24. | Wire gauge shutters including painting of wire gauge | 1 (for each side) | |

Explanatory notes on the table of co-efficients.

1. Where doors, windows etc. are of composite types other than those stated, different portion shall be measured separately with their appropriate co-efficients, the centre line of the common rail being taken as the dividing line between the two portions.
2. Measurements for doors, windows etc. shall be taken for flat (and not girthed) over all including chowkats or frames, where provided. Where chowkats or frames are not provided, the shutter measurements shall be taken.
3. Collapsible gates shall be measured for width from outside of gate in its expanded position and for height from bottom to top of channel verticals. No separate measurements shall be taken for the top and bottom guide rails, rollers, fittings etc.
4. Rolling shutters of interlocked laths if provided shall be measured for the actual shutter width and the height from bottom of the opening to the centre of the shaft. No separate measurements shall be taken for painting guides and other exposed features within or outside the shutters area. The painting of top cover or hood shall however be measured separately.

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5. Co-efficients for sliding doors shall be the same as for normal types of doors in the table. Measurements shall be taken outside of shutters, and no separate measurements shall be taken for painting guides, rollers fittings etc.
6. Measurements of painting of doors, windows, collapsible gates, rolling shutters etc. as above shall be deemed to include painting all iron fittings in the same or different shade for which no extra will be paid.
7. The measurements as above shall be deemed to include also the painting of edges, blocks, cleats etc. for which no extra will be paid.
8. The co-efficients for doors and windows shall apply irrespective of the size of frames and shutters members.
9. When the two faces of a door, window etc. are to be treated with different specified finishes, measurable under separate items, the edges of frames and shutters shall be treated with the one or the other type of finish as ordered by the Engineer-in-charge, and measurement of this will be deemed to be included in the agreement of the face treated with that finish.
10. In the case where shutters are fixed on both faces of the frames, the measurement for the door frame and shutter on one face shall be taken in the manner already described, while the additional shutter on the other face will be measured for the shutter area only excluding the frame.
11. Where shutters are provided with clearance at top or/and bottom such openings shall be deducted from the overall measurements and relevant co-efficients shall be applied to obtain the area payable.
12. In case of trellis (or jaffri) work, the measurements shall include the painting of the frame member for which no separate measurements shall be taken. Trellis door or window shutters shall also be measured under trellis work.
13. Wherever air conditioning grill, lighting, fixtures etc., in false ceiling are painted along with measurements shall be taken overall without deductions for opening in grills and no extra shall be paid for the grills. If grills fixtures etc. are not painted, area of fixtures or grill as measured flat (not girthed) shall be deducted when it exceeds 0.05 Sq.m. (individuals) where walls and ceiling are painted in separate colours, the junctions of two paints shall be brought down on the walls in a straight line by about 6 mm to 12 mm if so desired, if the junctions of walls and ceilings are not even. No extra shall be paid to the contractor on this account. Beading wherever provided shall not be measured separately but shall be deemed to be included in the area of false ceiling etc. measured flat (not girthed).
14. For painting open palisade fencing and gates etc. the height shall be measured from the bottom of the lowest rail, if the palisades do not go below it, (or from the lower end of the palisades, if they project below the lowest rail), upto the top of rails or palisades whichever are higher, but not upto the top of standards when the later are higher than the top rails or the palisades.
15. In the case of asbestos cement corrugated or semi-corrugated sheeting and iron corrugated sheeting in roofs, side cladding etc. the work shall be measured flat (not girthed) as fixed.
16. For trusses, compound girders, stachions, lattice girders, and similar work, actual area will be measured in Sq.m. and no extra shall be paid for painting on bolt heads, nuts, washers etc. even when they are picked out in a different tint to the adjacent work.
17. Painting of rain water, soil, waste, vent and water pipes, etc. **where the peripheral length is more than 10 cm.** shall be measured in running metres and multiply the same with the perimeter of the particular diameter of the pipe concerned. Painting of specials such as bends, heads, branches, junctions shoes, etc. shall be included in the length and no separate measurements shall be taken for these or for painting brackets clamps etc.

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18. Measurements of wall surfaces and wood and other works not referred to already shall be recorded as per actuals and opening exceeding 0.05 Sq.m. shall be deducted to get the net payable area length and breadth shall be measured correct upto two places of decimal of a metre and are so worked out shall be correct upto a two decimal of Sq.m.

19. In case the items of work requiring painting are inclusive of cost of painting the painting carried out shall not be measured separately.

Precautions : All furnitures, lightings, fixtures sanitary fittings, glazing, floors etc. shall be protected by covering and stains, smears, splashings, if any shall be removed and any damage done shall be made good by the contractor at his cost.

Rates : Rates shall include cost of all labour and materials involved on all the operations described above and in the particular specifications given under the several items.

General

A: MATERIALS

1. The priming coat for wood work, iron work or plastered surface shall be as specified in the description of the item.
2. The priming coat shall be prepared at the site of work or readymade primer of approved brand and manufacture shall be used.
3. Where primer for wood work is to be mixed at site, it shall be prepared from a mixture of red lead, white lead and double boiled linseed oil in the ratio of 0.7 Kg: 0.7 Kg : 1 Litre.
4. Where primer for steel work is to be mixed at site, it shall be prepared from a mixture of red lead, raw linseed oil and turpentine in the ratio of 2.8 Kg: 1 Litre: 1 Litre.
5. The specifications for the base vehicle and thinner for mixed on site, primers shall be as follows:-
 - a) **White Lead**: The White lead shall be pure and free from adulterants like barium sulphate and whiting. It shall conform to IS: 103-1950 as amended from time to time.
 - b) **Red lead** : This shall be in powder form and shall be pure and free from adulterants like brick dust etc. It shall conform to 102-1950 as amended from time to time.
 - c) **Raw linseed oil**: Raw linseed oil shall be lightly viscous but clear and of yellowish colour with light brown tinge. Its specific gravity at a temperature of 30 degree C shall be between 0.923 and 0.928. The oil shall be of sufficiently matured quality, oil, turbid or thick, with acid and bitter taste and rancid odour and which remains sticky for a considerable time shall be rejected. The oil shall conform in all respects to IS :75-1950 as amended from time to time. The oil shall be of approved brand and manufacture.
 - d) **Double boiled linseed oil** : This shall be more viscous than the raw oil, have a deeper colour and specific gravity between 0.931 and 0.945 at a temperature of 30 degree C. It shall dry with a glossy surface. It shall conform in all respect to IS: 77-1950 as amended from time to time. The oil shall be approved brand and manufacture.
 - e) **Turpentine** : Mineral turpentine i.e. petroleum distillate which has the same rate of evaporation as vegetable turpentine (distillate product of Oleoresin of Conigers) shall be used. It shall have no grease or other residue when allowed to evaporate. It shall conform in all respect to IS: 83-1950 as amended from time to time.
6. All the above materials shall be of approved manufacture and brought to site in their original packings in sealed condition.
7. Primer containing lead shall not be used for painting iron/steel /wood work in the residential area.

Preparation of surface:

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8. **Wood work** : The wood work to be painted shall be dry and free from moisture. The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sand paper and shall be well dusted. Knots, if any shall be covered with preparation of red lead made by grinding red lead in water and mixing with strong glue size and used hot.
The surface treated for knotting shall be dry before painting is applied. After the priming coat is applied, the holes and indentation on the surface shall be stopped with glazier's putty or wood putty (for specifications for glaziers putty and wood putty refer as mentioned here-in-before). Stopping shall be not be done before the priming coat is applied as the wood will absorb the oil in the stopping and the later is therefore to crack.
9. **Iron and steel work** : All rust and scales shall be removed by scraping or by brushing with steel wire brushes. Hard skin of oxide formed on the surface of wrought iron during rolling which becomes loose by rusting, shall be removed.
All dust and dirt shall be thoroughly wiped away from the surface. If the surface is wet, it shall be dried before priming coat is undertaken.
10. **Plastered Surface** : The surface shall ordinarily not be painted until it has dried completely. Trial patches of primer shall be laid at intervals and where drying is satisfactory, painting shall be taken in hand. Before primer is applied, holes and undulations, shall be filled up with plaster of paris and rubbed smooth.
Application : The primer shall be applied with brushes worked well into the surface and spread even and smooth. The painting shall be done by crossing and laying off as described here-in-before.
Other details : The specifications for "Painting (General)" shall hold good so far as they are applicable.

B. PAINTING WITH ORDINARY OR SUPERIOR QUALITY READY MIXED PAINT.

Painting with ordinary or superior quality ready mixed paint on new work :

1. **Paint**: Ordinary quality or superior quality ready mixed paints shall be of approved brand and manufacture and of the required shades. They shall conform in all respects to the relevant I.S. specifications.
2. **Preparation of surface** :
- (a) **Wood Work** : The surface shall be cleaned and all unevenness removed as in para knots if visible, shall be covered with a preparation of red lead as stated in earlier paragraph. Holes and indentations on the surfaces shall be filled in with glazier's putty or wood putty and rubbed smooth before painting is done. The surface should be thoroughly dry before painting.
- b) **Iron and steel work** : The priming coat shall have dried up completely before painting is started. Rust and scaling shall be carefully removed by scraping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away.
- c) **Plastered Surface** : The priming coat shall have dried up completely before painting is started. All dust or dirt that has settled on the priming coat shall be thoroughly wiped away before painting is started.
- Application** : The specifications mentioned here-in-before shall hold good as far as applicable. The number of coats to be applied will be as stipulated in the item. The painted surface shall present a uniform appearance and glossy finish, free from streaks, blisters etc.
- Other details** : The specifications for "Painting (General)" shall hold good so far as they are applicable.

C. PAINTING WITH SUPERIOR QUALITY FLAT OIL READY MIXED PAINT :

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1. **Paint :** Ordinary quality or superior quality ready mixed paint shall be of approved brand and manufacture and of the required shades. They shall conform in all respects to the relevant I.S. specifications.
2. **Preparation of surfaces :** This shall be as for painting mentioned here-in-before or as the case may be.
3. **Wood work :** The surface shall be cleaned and all unevenness removed as mentioned here-in-before. Knots if visible, shall be covered with a preparation of red lead as mentioned before. Holes and indentations of the surface shall be filled in with glazier's putty or approved wood putty and rubbed smooth before painting is done. The surface should be thoroughly dry before painting.
4. **Iron and steel work :** The priming coat shall have dried up completely before painting is started. Rust and scaling shall be carefully removed by scrapping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away.
5. **Plastered surface :** The priming coat shall have dried up completely before painting is started. All dust and dirt that has settled on the priming coat shall be carefully and thoroughly wiped away before painting is started.

Application : The specifications specified here-in-before shall hold good as far as possible.

The number of coats to be applied will be as stipulated in the item. The painted surface shall present a uniform appearance and glossy/semi glossy finish, as the case may be and free from streaks, blisters etc.

Other Details : The specifications for "Painting (General)" as mentioned before shall hold good in so far as they are applicable.

D. PAINTING WITH SYNTHETIC ENAMEL PAINT/SEMI GLOSS PAINTING WITH SYNTHETIC ENAMEL PAINT ON NEW WORK

1. **Paint :** Synthetic enamel/semi-gloss paint of approved brand and manufacture and the required shade shall be used for the top coat and an undercoat of shade to match the top coat as recommended by the manufacturer shall be used.
2. **Preparation of surface :** This shall be as for painting with ordinary or superior quality ready mixed paint as mentioned here-in-before as the case may be.
3. **Application :** The number of coats including the under coat shall be as stipulated in the item.
4. **Under Coat :** One coat of the specified paint of shade suited to the shade of the top coat shall be applied and allowed to dry overnight. It shall be rubbed next day with the finest grade of wet abrasive paper to ensure a smooth and even surface free from brush marks and all loose particles dusted off. All the cracks, crevices, roughness etc. will be filled with approved putty as per manufacturer's recommendations.
5. **Top Coat :** Finishing coats of specified paint of the desired shade shall be applied after the under coat is thoroughly dry. Additional finishing coats shall be applied if found necessary to ensure a properly uniform semi glossy surface.

Other Details: The specifications for "Painting (General)" mentioned here-in before shall hold good as far as they are applicable.

E PAINTING WITH ACRYLIC EMULSION PAINT/PLASTIC EMULSION PAINT

This shall be polyvinyl-based Acrylic emulsion paint manufactured by one on the reputed paint manufacturers and dispatched to the site in sealed containers.

1. **Primer :** A primer to be used for the painting with acrylic emulsion on cement concrete and plaster and plastered surfaces, A.C. sheets as also timber and metal surfaces (if necessary) shall be of approved base and as per recommendations of the manufacturers.
2. **Putty :** Plaster filler to be used for filling up (puttying) uneven surfaces, small cracks and holes etc. shall be of approved compound and as per recommendations of the manufacturers. No oil-

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based putty shall be used. The putty should be made from a mixture of whiting and plastic emulsion paint or as per manufacturer's recommendations.

3. **Finishing Coats :** All the finishing coats shall be of mat finish or any other finish as required by the Engineer-in-charge. Number of finishing coats shall be as specified in the item.

F: MODE OF MEASUREMENTS : All the measurements for payment shall be taken on net surface areas actually painted, unless otherwise specified. Deduction will be made from the areas for fixtures, grills, ventilation outlets, electrical boxes and such obstruction not painted, if they are individually more than 0.05 Sq.mtr.

G: JOB REQUIREMENTS :

Note :

- 1) **PAINTING OF PLASTERED SURFACE.**

Acrylic emulsion paint is required to be provided on plastered and concrete surfaces in portions of the building. It may please be noted that Bank shall reserve the option to delete or increase quantities in full or part from the scope of contract during progress of work.

All wood surfaces are to be painted with semi glossy synthetic enamel paint with an approved primer. Primer of zinc chromate primer.

Zinc chromate primer supersedes wood primer mentioned earlier in the specifications.

All colours of paints shall be subjected to review and prior approval of Engineer-in-charge shall be taken before the application.

- 2) **WHITE WASHING WITH LIME.**

Scaffolding : Wherever scaffolding is necessary, it shall be erected on double supports tied together by horizontal pieces, over which scaffolding planks shall be fixed. No ballies, bamboos or planks shall rest on or through the surface which is being white washed.

Where ladders are used, pieces of old gunny bags shall be tied on their tops to avoid damage or scratches to walls. For white washing the ceiling, proper stage scaffolding shall be erected.

Preparation of surface : Before new work is white washed the surface shall be thoroughly brushed free from mortar dropping and foreign matter.

In the case of old work, all loose pieces and scales shall be scrapped off and holes in plaster as well as patches of less than 50 sq.m. area shall be filled up with mortar of the same mix. Where so specifically ordered by the Engineer-in-charge, the entire surface of old white wash shall be thoroughly removed by scrapping and this shall be paid for separately.

Preparation of lime wash : The wash shall be prepared from fresh stone white lime "Katani or equivalent". The lime shall be thoroughly slaked on the spot, mixed and stirred with sufficient water to make a thin cream. This shall be allowed to stand for period of 24 hrs. and then shall be screened through a clean coarse cloth. 40 gm. of gum dissolved in hot water, shall be added to each 10 cubic decimetre of the cream. The approximate quantity of water to be added in making the cream will be 5 litres of water to one kg. of lime.

Indigo (Neel) up to 3 gm per kg of lime dissolved in water, shall then be added and wash stirred well. Water shall then be added at the rate of about 5 litre per kg. of lime to produce a milky solution.

Lime obtained as a by-product in the manufacture of acetylene may also be used for white washing purposes instead of white lime of katani quality. When such lime is used it shall be ensured that it is procured fresh in the form of a paste and used before it dries up. The lime shall be mixed with sufficient water to make it thin cream. The cream shall be screened through a clean coarse cloth and 40 gm. Gum dissolved in hot water added for each 10 cubic decimetre of the cream. More water shall be added at the rate of 5 litres per kg. of lime to produce a milky solution. When by product lime is used it is not necessary to add indigo (neel).

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White Washing : The white wash shall be applied with brushes or by spray in the specified number of coats. The operation for each coat in case of brush application shall consist of a stroke of the brush given from the top down wards, another from the bottom upwards over the first stroke, and similarly one stroke horizontally from the right and another from the left before it dries.

Each coat shall be allowed to dry before the next one is applied. Further each coat shall be inspected and approved by the Engineer-in-charge before the subsequent coat is applied. No portion of the surface shall be left out initially to be patched up later on.

For new work, three or more coats shall be applied till the surface present a smooth and uniform finish through which the plaster does not show. The finished dry surface shall not show any signs of cracking and peeling nor shall it come off readily on the hand when rubbed.

For old work, after the surface has been prepared as described here in before a coat of white wash shall be applied over the patches and repairs. Then a single coat or two or more coats of white wash as stipulated in the description of the item shall be applied over the entire surface. The white washed surface should present a uniform finish through which the plaster patched do not appear.

Protective Measure : Door windows, floors, articles of furniture etc. and such other parts of the building not to be white washed shall be protected from being splashed upon. Splashing's and droppings, if any, shall be removed by the contractor at his own cost and the surfaces cleaned. Damages if any to painted surfaces, furniture's, or fittings and fixtures etc. shall be recoverable from the contractor.

Measurements : White washing shall be measured in sq.m. length and breadth shall be measured correct to a cm.. All measurements for payment shall be taken on neat surface areas actually white washed, unless otherwise specified. Deduction will be made from the areas for fixtures, grills, ventilation outlets electrical boxes and such obstruction not painted if they are individually more than 0.05 Sq.m. Length and breadth shall be taken correct upto two places of decimal of a metre and areas so worked out shall be correct upto two places of decimals of a Sq.metre.

Corrugated surfaces shall be measured flat as fixed and the area so measured shall be increased by the following percentages to allow for the girthed area.

| | |
|--|-----|
| Corrugated asbestos cement sheets | 20% |
| Semi-corrugated asbestos cement sheets | 10% |

The number of coats of each treatment shall be stated. The item shall include removing nails, making good holes, cracks, patches etc. not exceeding 0.1 Sq.m. each with materials similar in composition to the surface to be prepared.

Rate : The rate shall include the cost of all materials and labour involved in all the operations described above, i.e. all inclusive.

Colour Washing :In the case of colour washing materials colours, not affected by lime, shall be added to white wash with proper glue. No colour wash shall be done until a sample of the colour wash to the required tint or shade has been got approved from the Engineer-in-charge. The colour shall be of even tint or shade over the whole surface. If it is patchy or otherwise badly applied, it shall be redone by the contractor, at no extra cost to Bank.

For new work, the priming coat shall be of white wash lime or with whiting as specified in the description of the item. Three coats, shall then be applied on the entire surface till it represents a smooth and uniform finish. Each coat after applying shall be got approved from the Engineer-in-charge.

Other specifications as detailed for "White washing with lime" shall be applicable. Indigo (neel) shall however, not be added.

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Dry Distempering :

Distemper :Dry distemper of approved brand/manufacture and colour and required shade shall be used. The dry distemper shall be stirred slowly in clean water using 0.6 litres of water per kg. of distemper or as specified by manufacturers. Warm water shall preferably be used. It shall be allowed to stand for at least 30 minutes before use. The mixture shall be invariably well stirred before and during use to maintain an even consistency.

Preparation of surface : This shall be as for painting mentioned here-in-before or as the case may be.

Application : In case of new work, the treatment shall consist of a priming coat followed by the application of two or more coats of distemper till the surface shows an even colour.

Priming coat :Priming coat of whiting shall be applied over the prepared surfaces. Priming coat shall be applied with whiting which shall be dissolved in sufficient quantity of warm water and thoroughly stirred to form a thin slurry which shall then be screened through a clean coarse cloth. Two kg. of gum and 0.4 kg. of copper sulphate dissolved separately in hot water shall be added for every cu.m. of the slurry which shall then be diluted with water to the consistency of milk so as to make wash ready for use. **No white washing coat shall be used as a priming coat for distemper.**

The application of each coat shall be as mentioned in the specifications for painting (General) mentioned here-in-before shall hold good and as far as they are applicable.

Oil Bound Distemper :a) Oil bound distemper of approved brand/manufacture and colour and required shade shall be used. The primer where used as on new work shall be cement primer or distemper primer as specified in the item. These shall be of the same manufacture as oil bound distemper.

Preparation of surfaces :Priming coat with cement primer or distemper primer shall only be applied.

Application :The cement primer or distemper primer shall be applied by brushing and not by spraying. Hurried priming of shall avoided. Particularly on absorbent surfaces. New plaster patches in old work before applying oil bound distemper shall be treated with cement primer/distemper primer. The surfaces shall be finished as uniformly as possible leaving no brush marks. It shall be allowed to dry for at least 48 hours before oil bound distemper is applied. Before applying distemper the surface shall be lightly sand papered to make it smooth for receiving the oil bound distemper, taking care not to rub out the priming coat. A time interval of at least 24 hours shall be allowed between consecutive coats to permit the proper drying of the preceding coat. Two or more coats of distempers as are found necessary shall be applied over the priming coat to obtain an even shade.

Other Details : The specifications for "Painting (General)" mentioned here-in-before shall hold good as far as they are applicable.

Waterproofing Cement Paint :

Cement Based Paint :Cement based paints of approved manufacture, quality, shade and colour only shall be used.

Preparation of surface :The surface shall be thoroughly cleaned all mortar dropping, dirt, dust, algae, grease and other foreign matter by brushing and washing the surface shall be thoroughly wetted with clean water before the water proof cement paint is applied.

Water proof cement shall be mixed in such quantities as can be used up with in an hour of its mixing or otherwise the mixture will set and thicken affecting flow and finish. Water proof cement paint shall be mixed with water in two stages.

The first stage shall comprise of 2 parts of water proof cement paint and one part of water stirred thoroughly and allowed to stand for 5 minutes. Care shall be taken to add the water

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proof cement paint gradually to the water and not vice versa. The second stage shall comprise of adding further the part of water to the mix and stirring thoroughly to obtain liquid of workable and uniform consistency. In all cases manufacturer's instructions shall be followed meticulously.

Application :The solution shall be applied on the clean and wetted surface with brushed or spraying machine. The solution shall be kept well stirred during the period of application. To avoid direct heat of the sun, during painting the cement based paint shall be applied on the surface which is on the shady side. Cement based paints shall not be applied on the surfaces already treated with white wash, colour wash, distemper dry or oil bound etc.

Other Details :The specifications for "Painting (General)" mentioned here-in-before shall hold good as far as they are applicable.

Bees Waxing or Polishing with Ready made Wax Polish :

- 1) Bees waxing or polishing with readymade wax polish on new work :

Materials :The polishing shall be done with bees waxing prepared locally or with ready-made wax polish of approved brand and manufacture, as stipulated in the description of item.

Where bees waxing is to be prepared locally, the following specifications for the same shall apply

Pure bees wax free from paraffin or stearine adulterants shall be used. Its specific gravity shall be 0.965 to 0.969 and melting point shall be 63 °C.

The polish shall be prepared from a mixture of bees wax, linseed oil, turpentine and varnish in the ration of 2:1 1/2:1 1/2 by weight.

The bees wax and boiled linseed oil shall be heated over a slow fire. When the wax is completely dissolved the mixture shall be cooled till it is just warm and turpentine and varnish added to it in the required proportions and the entire mixture shall be well stirred.

- 2) **Preparation of surface** : Preparation of surface will be as mentioned here-in-under 1:13:b with the exception that knotting, holes and cracks shall be stopped with a mixture of fine saw dust formed of the wood being treated, beaten up with sufficient bees wax to give to cohesion.

- 3) **Application** : The polish shall be applied evenly with a clean soft pad of cotton cloth in such a way that the surface is completely and fully covered. The surface is then rubbed continuously for half an hour.

When the surface is quite dry, a second coat shall be applied in the same manner and rubbed continuously for one hour or until the surface is dry.

The final coat shall then be applied and rubbed for two hours (more if necessary) until the surface has assumed a uniform gloss and is dry, showing no sign of stickiness.

The final polish depends largely on the amount of rubbing which should be continuous and with uniform pressure, with frequent changes in the direction.

- 4) **Other Details** : The specifications for "Painting (General)" as mentioned here-in-before shall hold good as far as they are applicable.

1.13 **French Spirit Polishing :**

French spirit polishing including a coat of wood filler on new work:

- 1) **Polish** :Pure shellac varying from pale orange to lemon yellow colour, free from resin or dirt shall be dissolved in methylated spirit at the rate of 150 gm of shellac to 1 litre of spirit. Suitable pigment shall be added to get the required shade.
- 2) **Preparation of surface** :The surface shall be cleaned. All unevenness shall be rubbed down smooth with sand paper and well dusted. Knots if visible shall be covered with a preparation of red lead and glue size laid on, while hot. Holes and indentations on the surface shall be stopped with glazier's putty. The surface shall then be given a coat of wood filler made by mixing whiting (ground chalk) in methylated spirit at the rate of 1.5 kg. of whiting per litre of

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spirit. The surface shall again be rubbed down perfectly smooth with glass paper and wiped clean.

- 3) **Application :** The number of coats of polish to be applied shall be as described in the item.

A pad woolen cloth covered by a fine cloth shall be used to apply the polish. The pad shall be moistened with the polish and rubbed hard on the wood, in a series of overlapping circles applying the mixture sparingly but uniformly over the entire area to give an even level surface. A trace of linseed oil on the face of the pad facilitates this operation. The surface shall be allowed to dry and the remaining coats applied in the same way. To finish off, the pad shall be covered with a fresh piece of clean fine cotton cloth, slightly damped with methylated spirit and rubbed lightly and quickly with circular motions. The finished surface shall have a uniform texture and high gloss.

- 4) **Measurements, Rate and other details :** These shall be as for "Painting (General)" mentioned here-in-before as far as they are applicable.

H : ANTI-TERMITE TREATMENT :

The anti-termite treatment should be carried out as per BIS 6313 (part II) 1971 or relevant latest revision and should be carried out through a member of Indian Pest Control Association having sufficient experience for carrying out similar job of magnitude proposed.

I: CEMENT :

The cement proposed to be used to be ordinary Portland Pezzolena cement confirming to BIS269 1976 manufactured by an Indian manufacturing Company such as L&T, ACC, Gujarat Ambuja or equivalent. The cement should be stored strictly as per the BIS specification.

J: WATER :

The water to be used should be portable water free from injurious amount of oil, acid, alkalies, salt, sugar organic materials or any other substances that may be deleterious to concrete or steel. The recommended chemical ingredients should not be more than the relevant BIS specification (3025-1964).

K: BRICK WORK :

Scope of work : The work covered under this specification pertains to procurement of best quality locally available bricks and workmanship in building walls of various thickness, in strict compliance with the applicable specifications and applicable drawings.

Materials : Bricks shall be best quality locally available brick and should be approved by the Engineer-in-charge before incorporation in the work. Brick shall generally conform to I.S.1077-1957. In any case minimum-crushing strength shall not be less than 35 kg/cm² and water absorption shall not be more than 25%. The Engineer-in-charge shall have the right to reject bricks obtained from any field where the soil does not have an appreciable quantity of sulphates and chlorides. The specifications for cement, sand and water shall be same as laid out in BIS codes hereinafter. Bricks shall be thoroughly soaked in water before using till the bubbles cease to come up. No half or quarter brick shall be used except as closers. The closers shall be horizontal and the walls shall be raised to plumb. The type of bond to be adopted will be decided by the Engineer-in-charge, but vertical joints shall be laid staggered.

Bricks to be laid with the "Frogs up side".

Workmanship : Four courses of brick work with four joints should not exceed by more than 40 mm the same bricks piled one over the other without mortar.

Brick work shall not be raised more than 10 courses a day unless otherwise approved by the Engineer-in-charge. The brick work shall be kept wet for at least 7 days. Brick work shall be uniformly raised all round and no part shall be raised more than 1.0 metre above another at any time.

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All joints shall be thoroughly flushed with mortar of mix as specified in the schedule of quantities, at every course. Care shall be taken to see that the bricks are bedded effectively and all joints completely filled to the full depth.

The joints of brick work to be plastered shall be raked out to a depth not less than 10 mm as the work proceeds. The surface of brick work shall be cleaned down and watered properly before the mortar sets.

No brick work shall be carried on during frosty weather except with the written permission of the Engineer-in-charge, who will give special direction as to the manner in which the work is to be performed. All brick work laid during the day, shall in seasons liable to frost, be properly covered up at night as directed by the Engineer-in-charge. Should any brickwork be damaged by frost the brick work shall, at the discretion of the Engineer-in-charge, be pulled down and made good, at the cost of the contractor.

Brick work shall be well watered three times a day for a week from the date of building and the work shall be protected from sun and rain.

Materials and workmanship for a half brick or brick on edge portion wall shall be as specified above. The wall shall be stiffened by R.C.C. stiffeners of size 115mm wide x 80 mm thickness to the full length of wall and shall be provided with 2 Nos. 6mm ϕ M.S. bars as bottom reinforcement (only the M.S. reinforcement will be paid separately under relevant item).

The rates for brickwork shall include the cost of the following: -

Providing and fixing necessary single or double scaffolding and removing the same after the work is completed.

- i) Watering, curing, lifting of materials to any height.
- ii) Raking out of joints to receive plaster.
- iii) Forming slab seatings, cutting or leaving holes for lugs of windows, doors, sills, switch and plug boxes etc.
- iv) Making good all holes, chases, etc. to any depths due to conduit pipes, holdfasts, bolts, switch and plug boxes etc.
- v) Bedding and pointing precast lintels, sills, etc. in or on walls.

For purposes of measurements the thickness of one brick wall and over shall be taken in terms of multiples of half brick, or as stipulated in BOQ/herein below.

Mode of measurements:

- a) For brick work measured in cubic metres : The contract rate shall be for a unit of one cubic metre of brick masonry as actually done. 230 mm brick walls shall be taken as one brick thick. All openings in brick work for doors and windows and ventilators shall be deducted to get the net quantity of actual brick work done. Openings or chases required for PH or electrical insert less than 0.1 sq.mtr. and bearing of precast concrete members shall not be deducted. No separate payment shall be made for any extra work involved in making the above openings.
- b) For brick work measured in Sq. metres : Half brick thick masonry walls shall be measured sq. metres. All openings in brick work for doors and windows and ventilators shall be deducted to get the net quantity of actual brick work done. Openings or chases required for PH or Electric inserts less than 0.1 sq. mtr. and bearings of precast concrete members shall not be deducted. No separate payment shall be made for extra work involved in making the above openings or placement.

L: CONCRETE :

Strictly confirming to BIS 456 – 2000 for materials and workmanship.

NOTE : This specification is of the general type only and must be used in conjunction with the drawing of the particular item being made. Anything shown on the drawing and not in the

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specification must be compiled with, and vice versa and clarification on this should be sought from. The Engineer-in-Charge to remove doubts if any.

M: POLYMER MODIFIED CEMENT MORTAR TREATMENT FOR R.C.C. MEMBERS:

- Open the damaged portion of the R.C.C. slab, beam, column etc. and remove all the **loose concrete**, plastering etc. Clean the surface thoroughly with air blower followed by water jet. Expose the rusted reinforcement.
- Clean the rusted reinforcement thoroughly with wire brush and remove all the scales.
- Apply RUSTICIDE (or equivalent approved by the Engineer-in-Charge) to the reinforcement by a cotton swab. Allow to remain for 24 hours and then brush off any loose particles by dry paint brush.
- Apply two Protective coats made out of POLYALK FIXOPRIME or equivalent approved by the Engineer-in-Charge : CEMENT (1:1.5 by weight) to the concrete by brush.
- Apply a bond coat of POLYALK EP or equivalent approved by the Engineer-in-Charge: CEMENT (1: 1) by weight to the surface.
- Place polymer mortar by mixing:
1 kg Polyalk EP
5 kg Cement
15 kg Quartz sand (10 kg passing 2mm and 5kg passing 1.5mm)
Water: 1 to 1.5 litres depending upon the consistency required.
- Place in thickness of 10-15 mm for one layer. Allow layer to set initially before applying next layer.
- In case the required thickness is more than 15mm, the mortar should be applied in 2 or more coats at an interval of 8 hours after application of bonding coat of POLYALK EP:CEMENT (1:1 by weight) by brush.
- Finish surface with trowel.
- Place polymer mortar as above depending on the thickness.
- Allow to air cure for 48 hours followed by water sprinkling for 3 days or curing by wet squeezed gunny bags.

NOTES

Cement : 53 grade

Sand : Quartz sand.

Mode of measurement: in sq. mtrs depending on the thickness (25mm 50mm).

N: CEMENT GROUTING FOR R.C.C. MEMBERS

- Drill holes atleast 12 mm in diameter inside the concrete surface. In case of columns of 9" thickness the holes should be atleast 4" in depth.
- Insert P.V.C. nozzles in the holes and fix the nozzles using POLYPLUG for immediate fixing.
Grouting shall be done with a grout pump at a pressure of 2 kg/cm² with the following proportions:
Cement : 1 kg.
Monobond : 200 ml.
Water : 6 litres.
Microsilica : 200gms.
Entosh : 200 ml.
The holes which are made should be then sealed with polymer mortar.

NOTES:

Cement : 53 grade

Mode of measurement: per no.

O. WATERPROOFING OF TOILETS

- Cleaning the existing RCC slab with water jet,
- Exposing the cracks in "V" grooves by carefully chipping along with the grooves by about 30 mm without damaging the slab,

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- Filling the grooves with non shrinkable cement polymer mixture, detecting the honey comb areas, fixing nozzles at a centre to centre distance of 300 mm for grouting, grouting non shrinkable grout made out of cement, air entering agents and clear water at a pressure of $2 \text{ Kg/cm}^2 - 3 \text{ Kg/cm}^2$, cutting the nozzles at the finished RCC level,
- The above should be air cured for 48 hrs and water cured for 3 days by water sprinkling or by wet gunny bags.
- The surface should be dampened and a slurry containing POLYALK WP: CEMENT (1:1. 25 by weight) should be applied to damp surface by brush. Care should be taken to prepare so much slurry, which can be used within 30 minutes.
- After 24 hrs apply two more brush coats of slurry at intervals of 4 hrs.
- The coating thus formed should be air cured for 48 hours and then water cured for 3 days by sprinkling or wet gunny bags.
- Providing and applying water proof plaster 25mm thick, 1:4 mixed with liquid integral water proofing compound manufactured by Roffe/Cica or as approved by the Engineer-in-Charge in proportion 150 to 250 ml/50kg of cement finished with neat cement slurry.
- Stocking water in the water proofed surface for 24 hrs all complete as per manufacturer's specifications, standard practice and as directed by the Engineer-in-Charge.
- Curing is done for 14 days by making a pond.

NOTES:

Cement : 43 grade.

Sand : Washed River sand except for polymer mortar where quartz sand has to be used.

Mode of measurement: per sq.mtr.

Machine mixing for mortar.

Washed River shall used.

P. EXTERNAL PLASTER :

- Providing and applying water proof plaster 25mm thick, 1:4 for the 1st coat and 1:3 for the 2nd coat mixed with liquid integral water proofing compound in proportion of 100 ml of supercon or equivalent approved by Engineer-in-Charge 100 with 50 kg of cement.
- Before carrying out the plastering work the joint shall be racked, pointed with the cement mortar 1:4.
- The bonding coat made out of POLYALK EP: CEMENT (1:1. 25 by weight) should be applied to damp surface by brush. Care should be taken to prepare so much slurry, which can be used within 30 minutes.
- The base coat 12 – 18 mm thick to be made out of river sand (single screened passing through 5 mm) mixed with 100 ml supercon 100 for a bag of cement finished rough (roughened with wire brushes or by scratching diagonal lines 1.5 mm deep at 75 mm. centre both ways as directed)
- The finishing coat 8-12 mm thick to be made out of river sand and cement in proportion of 1:3 (double screened sand passing through 3 mm sieve) mixed with 100 ml supercon 100 for a bag of cement finished in smooth / rough / Sand face in line, level and in plumb.
- All complete including surface preparations scaffolding, curing, etc as per standard specification and as per directed by the Engineer in-Charge.
- Curing shall be done thoroughly for atleast 7 days.

NOTES:

Cement : 43 grade

Sand : Washed River sand

Mode of measurement: per sq.mtr.

MACHINE MIXING FOR MORTAR

All Sand to be washed

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Q. INTERNAL PLASTER

- Providing and applying plaster 12 mm thick, 1:4 mixed with liquid integral water proofing compound in proportion of 100 ml of supercon 100 with 50 kg of cement.
- Before carrying out the plastering work the joint shall be raked, pointed with the cement mortar 1:4.
- The bonding coat made out of POLYALK EP or equivalent as approved by the Engineer-in-Charge: CEMENT (1:1. 25 by weight) should be applied to damp surface by brush. Care should be taken to prepare so much slurry, which can be used within 30 minutes.
- The plaster shall be in proper line, plumb level etc.
- All complete including surface preparations scaffolding, curing, etc as per standard specification and as per directed by the Engineer in-Charge.
- Curing shall be done thoroughly for atleast 7 days.

NOTES:

Cement : 43 grade

Sand : River sand thoroughly washed

Mode of measurement : per sq.mtr.

MACHINE MIXING FOR MORTAR

(THE ABOVE ARE THE GENERAL SPECIFICATION SHOULD BE READ IN CONJUNCTION WITH BILL OF QUANTITIES. THE BILL OF QUANTITIES MAY BE TAKEN AS THE BASIS FOR THE WORK TO BE EXECUTED. IN CASE OF ANY DISCREPANCY IN THE SPECIFICATION AND THE BILL OF QUANTITIES, THE BILL OF QUANTITIES MAY BE TAKEN AS FINAL IN CASE THE CONTRACTOR SHOULD CHECK UP WITH THE ENGINEER IN CHARGE WHO'S DECISION WILL BE FINAL.)

SPECIAL CONDITIONS

- 1.The workmen will not be allowed to stay within the premises.
- 2.The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
4. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
5. The authorized officials of the Bank shall be entitled to inspect the material/fabrication at any time in the works of the contractor, if they so desire and the vendor shall provide all reasonable facilities to do so.
6. The tenderer may please note that the work is to be executed in administrative office premises of Bank and as such the entire work involved shall be carried out with least disturbance to the working staff.
- 7.The entire materials for the work shall be brought to the working area through the staircase only without any disturbance.
- 8.The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer and make the entire premises clear/clean on a day to day basis including staircase, passages affected/used by the labourers in the above renovations to the satisfaction of the Bank's Engineers at no extra cost. The entire debris/waste material shall be taken out of the Bank's premises and should not be dumped anywhere in and around the Bank's

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premises. The contractors are solely responsible if any debris is noticed by the local Corporation and penalty levied.

9. The tenderer may please note that the work in question will have to be completed within the stipulated time frame and no extra charges will be paid under any circumstances for the late working hours/working on Sundays or Holidays. All dismantling work and work generating noise shall be done in a planned manner and preferably during day time. The rates shall be accordingly quoted for each item considering the above factors.

10. The tenderer is advised to inspect the proposed site of renovation to understand the scope of work.

11. The work has to be done in proper coordination with the other contractors engaged by the Bank

महत्त्वपूर्ण/IMPORTANT:

जब कभी साइट की विद्यमान परिस्थितियों में उपर्युक्त संचालन/गतिविधि करना अपरिहार्य रूप से मुश्किल हो तो इसकी जानकारी बैंक के वास्तुविद /प्रतिनिधि के ध्यान में लाई जाना चाहिए और बैंक से इसके विकल्प के संबंध में लिखित रूप में स्वीकारोक्ती प्राप्त करना होगी.

Whenever any of the aforesaid operations/activities are found unavoidably difficult to carry out, due to existing site conditions the same shall immediately be brought into the knowledge of bank's architect/representative and a written acceptance for an alternative must be obtained from

SAFETY CODE

1.First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.

2.An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

3.Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground/floor.

4.No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (Clear) and the distance between two adjacent rungs shall not be more than 30 cm.

5. When a ladder is used an extra mazdoor shall be engaged for holding ladder.

6.The excavated material shall not be placed within 1.5 metres of the edge of the trench or half of the depth of trenches whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.

7.Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.

8.No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

9.Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.

10. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.

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11. No product containing lead or lead products shall be used except in the form of paste or readymade product. (ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Overalls shall be supplied by the Contractor to the workers and adequate facilities shall be provided to enable the working staff to wash during the periods of cessation of work.
13. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
14. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
15. Any other safety measure as specified by the manufacturer is to be adopted.

FIRE SAFETY CODE

1. Cutting / drilling machine and other electrically operated equipment's used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3-pin plug and other appliances and equipment's shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, the Engineers shall be informed and only after the site inspection by them, work shall be started.
6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
7. Fire extinguishers recommended shall be kept on the site.
8. Used drums shall be stored in specified store only after closing them properly.
9. Personal protective equipment's such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work
10. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. None of the fire extinguishers shall be removed/shifted from its designated location.
13. . Power supply shall be switched off from the mains when equipment is not in use.
14. . Wood-shavings and sawdust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
15. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
16. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

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सेन्ट्रल बैंक ऑफ इंडिया/ CENTRAL BANK OF INDIA

LIST OF MATERIALS OF APPROVED BRAND AND/OR MANUFACTURE – FURNISHING

| | | |
|-----|--|---|
| 1. | Commercial plywood confirming to BIS. | Anchor/Archid/Century/Green. |
| 2. | Marine/ water proof plywood confirming to relevant BIS | Anchor/Archid/Century/Green. |
| 3. | Flush Door confirming to relevant BIS | Kutty / Samrat / Garnet / ISI make |
| 4. | Block Board confirming to relevant BIS | Anchor / Samrat / Garnet / ISI make |
| 5. | One side Laminated sheet (1 mm thick) | Aica/Formica/Greenlam/Eurolam. |
| 6. | One side Laminated sheet (1.5 mm thick) | Aica/Formica/Greenlam/Eurolam. |
| 7. | 12 mm thick pre-laminated (on both sides) particle board | NOVAPAN (India) Ltd., or equivalent. |
| 8. | ACP | Al Strong, Superbond, Euro Bond or equivalent. |
| 9. | Soft Board | Jolly Board or equivalent. |
| 10. | Veneer | Composed veneer / Donear / Garnet or equivalent. |
| 11. | Veneer – Indian | Garnet / Donear / Kit ply or equivalent. |
| 12. | Melamine Finish | Wood coat pigmented (2 coats) manufactured by M/s. MRF Ltd. / Asian Paints – as per manufacturers specification |
| 13. | Glazing | Tata Float / Modi float / Saint Gobain |
| 14. | Glazing (Clear) | Modi float / Hindustan / Tata |
| 15. | Mirror | Modi float / Tata asahi |
| 16. | Tower bolt | Jyoti/ ebco / ISI Mark / Flora or equivalent. |
| 17. | Ball catch ordinary | National / ebco / Brass Heavy Duty |
| 18. | Ball catch magnetic | Earl Bihari Pvt. Ltd. |
| 19. | Handle | Dorset / ebco / ISI marked |
| 20. | Hinges for cupboards – with stainless steel rod | Dorset / ebco / ISI marked |
| 21. | Hinges for cupboards – with stainless steel rod | National / Dorset |
| 22. | Box Hinges | Lama Imported |
| 23. | Drawer Guide – Telescopic | Efficient / Earl Bihari or equivalent. |
| 24. | Drawer Guide – Regular | Earl Bihari Pvt. Ltd. or equivalent. |
| 25. | Keyboard – Indian | Earl Bihari Pvt. Ltd. or equivalent. |
| 26. | Keyboard – Imported with HDP | Ebco / ISI marked |
| 27. | Screws | GKW or equivalent |
| 28. | Lock for drawers – multi lock | Efficient / dorset / godrej |
| 29. | Lock – for cupboards | Godrej / dorset |
| 30. | Door Lock – Cylindrical lock | YELE / Union / Godrej / dorset |
| 31. | Door Lock – Mortise | Godrej / dorset |
| 32. | Night latch | Godrej / Yele / dorset |
| 33. | Door Closure | Garnish / Hyper / Everlite |
| 34. | Floor Spring | Everite/ Garnish |
| 35. | Door stopper | Earl Bihari Pvt. Ltd. or equivalent. |
| 36. | Aluminium Section | NALCO / HINDALCO / JINDAL |
| 37. | Adhesive for wood | Fevicol / Vamicol |
| 38. | Rubberized adhesive | SR 998 or SR Express of M/s. Pedilite Industries. |
| 39. | Acrylic sheet | Imported |

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| 40. | Asbestos cement sheet | Everest |
| 41. | False Ceiling Sections | India Gypsum Ltd. |
| 42. | Plaster of Paris | Approved quality |
| 43. | Marble | First quality with uniform texture without any crack. |
| 44. | Cement | Larsen & Tubro / ACC - 53 grade or high. |
| 45. | Cement for fixing tiles as dado | Larsen & Tubro / ACC - 43 grade. |
| 46. | White cement | Birla white |
| 47. | Steel for reinforcement | TATA/SAIL conforming to BIS specification. |
| 48. | Water proofing compounds | Roffe/ Cica / Krishna Chemicals / Sunanda Perma quick. |
| 49. | Vitrified Tiles | Kajaria Make (AGCNL- K6211) /same shade matching in Nitco, Johnson Company) |
| 50. | Ceramic tiles | Kajaria/ NITCO/Johnson/Somani / City tile. |
| 51. | Sanitary fittings | As Per BOQ Specifications |
| 52. | Water supply fixtures | Jaguar continental series / Essco |
| 53. | CI Pipe & fittings – LA Class | Bangal iron Corporation / NICO / BIC |
| 54. | GI Pipe – C Class | TATA/ zenith |
| 55. | Stoneware pipe – Grade A | Dalmia |
| 56. | Cement pipe | Everest |
| 57. | PVC Pipe & fittings | Prince/ Tribore |
| 58. | Gate valve | Leader |
| 59. | Pipe fittings | R Brand or equivalent |
| 60. | Colour pigment | Roffe Compound |
| 61. | Toilet Seat cover | Commander / Patel |
| 62. | Toilet – Accessories | Jaguar continental series |
| 63. | Liquid Soap Container | ASCON Engineers |
| 64. | Hand dryer | ASCON Engineers |
| 65. | Paint | Nerolac/ Asian/ Berger / ICI |
| 66. | Sealant | Silicon – Dow Corning 995 Polysulphide – Pedilite Industries |

NOTE: -

- **Wherever more than one make is indicated, the contractor should use the material indicated first. Bank will permit to use the material indicated 2nd and hereafter only if the material indicated 1st is not available and / or the same is not suitable (colour, size, shape, texture) as per the site condition.**
- **In case the tenderer wishes to verify the detailed specification of materials, workmanship etc. the same may be verified from the office of Bank before submission of the tender.**
- **Whether a product is equivalent or not, will be decided by the Engineer-in-Charge only.**

(The above are the general specification should be read in conjunction with bill of quantities. The bill of quantities may be taken as the basis for the work to be executed. In case of any discrepancy in the specification and the bill of quantities, the bill of quantities may be taken as final in case the contractor should check up with the engineer in charge whose decision will be final.)

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